



Registration of a Charge

Company Name: **SURVITEC SERVICE & DISTRIBUTION LIMITED**

Company Number: **00553893**



Received for filing in Electronic Format on the: **30/07/2021**

XA9TJQLS

Details of Charge

Date of creation: **16/07/2021**

Charge code: **0055 3893 0013**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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: **DECHERT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 553893

Charge code: 0055 3893 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2021 and created by SURVITEC SERVICE & DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2021 .

Given at Companies House, Cardiff on 2nd August 2021

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**

Signed: *Dechen LLP*

Date: *29 July 2021*

EXECUTION VERSION

Address: 160 Queen Victoria Street, London EC4V 4QQ

SECURITY ACCESSION DEED

This Security Accession Deed is made on 16 July 2021.

Between:

- (1) **SURVITEC GLOBAL SOLUTIONS LIMITED**, a company incorporated in England and Wales with registered number 08374445 ("SGSL")
- (2) **SURVITEC SERVICE & DISTRIBUTION LIMITED**, a company incorporated in England and Wales with registered number 00553893 ("SSDL" and, together with SGSL, the "Additional Chargors");
- (3) **SURVITEC GROUP HOLDCO LIMITED** for itself and as agent for and on behalf of each of the existing Chargors (the "Company"); and
- (4) **ARES MANAGEMENT LIMITED** as security trustee for itself and the other Secured Parties (the "Security Agent").

Recital:

This deed is supplemental to a Debenture dated 6 April 2021 between, amongst others, the Initial Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (the "Debenture").

Now this deed witnesses as follows:

1 Interpretation

1.1 Definitions

(a) In this deed:

"Intra-Group Debt Documents" mean all intra-group loan agreements (if any) documenting structural intercompany receivables entered into, or to be entered into, between an Additional Chargor as lender and any Obligor as borrower.

(b) Unless otherwise defined in this deed, word and expressions defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2 Accession of Additional Chargors

2.1 Accession

Each Additional Chargor agrees to be a Chargor 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 Chargor, in each case in respect of those of its assets specified herein.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each Additional Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to clause 3.5 (*Excluded Assets*) of the Debenture, each Additional Chargor, as continuing security for the payment of the Secured Obligations:

- (a) charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:
 - (i) all of its Shares and all corresponding Related Rights;
 - (ii) its Bank Accounts and Related Rights; and
 - (iii) if not effectively assigned by clause 2.3(b), all of its rights, title and interest from time to time in and to its Intra-Group Debt Documents and all Related Rights; and
- (b) assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to its Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign such Intra-Group Debt Document to each relevant Additional Chargor (or as it shall direct).

2.4 Floating Charge

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each Additional Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*).

2.5 Negative Pledge

Each Additional Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its Charged Property (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which the Required Creditor Consent has been obtained.

3 Consent of Existing Chargers

The existing Chargers 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.

4 Designation as a Finance Document

This Deed is designated as a Finance Document.

5 Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

6 Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed and delivered on the date first above written.

[The rest of this page has been deliberately left blank.]

SCHEDULE 1
Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
Survitec Group Limited	Survitec Global Solutions Limited	1 ordinary share of £1.00
Survitec Group Limited	Survitec Service & Distribution Limited	250,000 ordinary shares of £1.00 each

SIGNATORIES TO SECURITY ACCESSION DEED

THE ADDITIONAL CHARGORS

EXECUTED as a DEED by)
SURVITEC GLOBAL SOLUTIONS LIMITED)
and signed on its behalf by:)



Name: Sukefu Devani
Title: Director

in the presence of:



Witness

Witness name:

GISELLE COSTANTINO

Witness address:

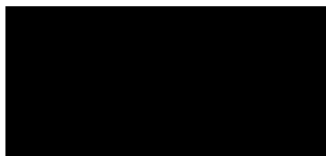
12 FINSBURY SQUARE, LONDON

Witness occupation:

EXECUTIVE ASSISTANT

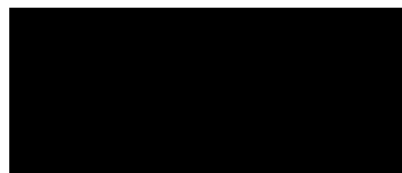
**EXECUTED as a DEED by
SURVITEC SERVICE &
DISTRIBUTION LIMITED**
and signed on its behalf by:

)
)
)
)



Name: Suketu Devani
Title: Director

in the presence of:



Witness

Witness name:

GIUSELLE COSTANTINO

Witness address:

12 FINSBURY SQUARE, LONDON

Witness occupation:

EXECUTIVE ASSISTANT

THE COMPANY

EXECUTED as a **DEED** by)
SURVITEC GROUP HOLDCO LIMITED)
and signed on its behalf by:)



Name: Suketu Devani
Title: Director

in the presence of:



Witness

Witness name: GISELLE COSTANTINO

Witness address: 12 FINSBURY SQUARE

Witness occupation: EXECUTIVE ASSISTANT

THE SECURITY AGENT



For and on behalf of
ARES MANAGEMENT LIMITED
as Security Agent

Name: **Kevin Early**
Title: **Authorised Signatory**