



Registration of a Charge

Company name: **MOOREPAY LIMITED**

Company number: **00891686**



X77JIQRV

Received for Electronic Filing: **06/06/2018**

Details of Charge

Date of creation: **29/05/2018**

Charge code: **0089 1686 0012**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE COMPANY CHARGED BY WAY OF CONTINUING SECURITY WITH FULL TITLE GUARANTEE THE FOLLOWING ASSETS BOTH PRESENT AND FUTURE BY WAY OF FIRST FIXED CHARGE: SHARES AND RELATED RIGHTS, BANK ACCOUNTS AND RELATED RIGHTS, INTELLECTUAL PROPERTY, OTHER DEBTS, AND RIGHTS TITLE AND INTEREST IN ASSIGNED AGREEMENTS. FOR FURTHER DETAIL, PLEASE SEE CLAUSE 2.3 OF THE SECURITY ACCESSION DEED. "INTELLECTUAL PROPERTY" MEANS WITH RESPECT TO THE COMPANY ALL OF ITS RIGHTS, TITLE AND INTEREST FROM TIME TO TIME IN: (A) ANY PATENTS, UTILITY MODELS, TRADEMARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, COPYRIGHTS, DATABASE RIGHTS, DESIGN RIGHTS, REGISTERED DESIGNS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, TRADE SECRETS, KNOWHOW AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS THROUGHOUT THE WORLD AND INTERESTS (WHICH MAY NOW OR IN THE FUTURE SUBSIST), WHETHER REGISTERED OR UNREGISTERED; AND (B) THE BENEFIT OF ALL APPLICATIONS (AND ALL GOODWILL ASSOCIATED WITH SUCH APPLICATIONS) AND RIGHTS TO USE SUCH ASSETS OF THE COMPANY, INCLUDING ALL RIGHTS UNDER ANY AGREEMENTS RELATING TO THE USE OR EXPLOITATION OF ANY SUCH RIGHTS, WHICH MAY NOW OR IN THE FUTURE SUBSIST.**

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: **MEDHA VIKRAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 891686

Charge code: 0089 1686 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2018 and created by MOOREPAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2018 .

Given at Companies House, Cardiff on 8th June 2018

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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a true and correct copy of the original security instrument.

This Security Accession Deed is made on 29 May 2018

Signature: Latham + Watson 

Date: 6/6/18

Between:

- (1) The entities listed in Schedule 1 (each a “**New Chargor**” and together the “**New Chargors**”);
- (2) Colour Bidco Limited for itself and as agent for and on behalf of each of the existing Chargors (“**Bidco**”); and
- (3) Lloyds Bank plc as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a Debenture dated 5 December 2017 between, amongst others, the Chargors 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 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 New Chargors

2.1 Accession

Each New 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 (including, for the avoidance of doubt, clause 7.3 (*Negative Pledge*) of the Debenture) as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Secured Debt Documents, each New 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 3.7 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, 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:

- (a) all of its Shares and all corresponding Related Rights;
- (b) the Bank Accounts and all corresponding Related Rights;
- (c) all of its Intellectual Property;
- (d) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment pursuant to this deed; and
- (e) if not effectively assigned by Clause 2.4 (*Security Assignment*), all of its rights, title and interest in (and claims under) the Assigned Agreements.

2.4 Security Assignment

Subject to Clause 3.7 (*Excluded Assets*) of the Debenture and as continuing security for the full payment of the Secured Obligations, each New Chargor 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 the Assigned Agreements and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Assigned Agreements to that New Chargor (or as it shall direct).

2.5 Floating Charge

- (a) Subject to Clause 3.7 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each New 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.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the floating charge created pursuant to this Clause 2.5.

3. Consent of Existing Chargors

The existing Chargors 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. 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.

5. 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 as a deed and is delivered on the date first above written.

SCHEDULE 1

New Chargor	Registered Number	Registered Office
Moorepay Compliance Limited	03056267	People Building 2 Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4NW
Moorepay Limited	00891686	People Building 2 Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4NW
NorthgateArinso UK Limited	01587537	People Building 2 Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4NW

SCHEDULE 2

Schedule to Security Accession Deed: Shares

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
Moorepay Limited	Moorepay Compliance Limited	Two million Ordinary £1 Shares

Signatories to Security Accession Deed

The New Chargors

EXECUTED as a DEED by)
MOOREPAY COMPLIANCE LIMITED)
acting by Jonathan Legdon)

REDACTED

as Director

REDACTED

Witness

Name: LAUISE GIDDENS

Address: REDACTED

Occupation: CONTRACTS ADMINISTRATOR

Notice Details:

Address:

REDACTED

Email:

Attention: General Counsel

EXECUTED as a DEED by
MOOREPAY LIMITED
acting by Jonathan Legdon

)
)
)

REDACTED

as Director

REDACTED

Witness

Name: LOUISE GIDDENS

Address:

REDACTED

Occupation:

CONTRACTS ADMINISTRATOR

Notice Details:

Address

REDACTED

Email:

Attention: General Council

EXECUTED as a DEED by)
NORTHGATEARINSO UK LIMITED)
acting by Jonathan Legdon)

REDACTED

as Director/

REDACTED

Witness

Name: LOUISE GIDDENS

Address: REDACTED

Occupation: CONTRACTS ADMINISTRATOR

Notice Details:

Address

Email:

Attention: General Counsel.

REDACTED

EXECUTED as a DEED by
COLOUR BIDCO LIMITED
acting by

)
)
)

REDACTED

as Director // v ~ // _____
REDACTED

Witness _____

Name: LOUISE GIDDANS
Address: REDACTED
Occupation: CONTRACTS ADMINISTRATOR

Notice Details:

Address REDACTED
Email:
Attention: General Counsel

The Security Agent

SIGNED by
LLOYDS BANK PLC
acting by:

)
)
)

REDACTED

as Authorised Signatory

Notice Details:

Address:

REDACTED

Email:

Attention: *Scott Christie*