



Registration of a Charge

Company name: **ALEXANDER MANN SOLUTIONS LIMITED**

Company number: **02073305**



X7BW16FD

Received for Electronic Filing: **08/08/2018**

Details of Charge

Date of creation: **31/07/2018**

Charge code: **0207 3305 0027**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **ALL OF THE SHARES, OTHER DEBTS, MATERIAL BANK ACCOUNTS AND ALL RIGHTS, TITLE AND INTEREST IN THE ASSIGNED AGREEMENTS HELD BY ALEXANDER MANN SOLUTIONS LIMITED, SECURED IN FAVOUR OF HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT). (FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT).**

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: **PATRICK CLARKE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2073305

Charge code: 0207 3305 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2018 and created by ALEXANDER MANN SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2018 .

Given at Companies House, Cardiff on 10th August 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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 31 July 2018

BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (*Additional chargors*) (each a “**Additional Chargor**” and together, the “**Additional Chargors**”);
- (3) Auxey Bidco Limited, a company incorporated in England and Wales with registered number 11347510 (the “**Company**”); and
- (4) HSBC Corporate Trustees Company (UK) Limited as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 14 June 2018 between, amongst others, the Parent, 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 meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) 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

Subject to Clause 2.2 below, 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.

2.2 Amendment

- (a) The parties to this deed agree that the following new definitions will be added to the Debenture (and the existing definition of “Excluded Assets” will be deleted):
 - (i) “**Excluded Assets**” means (a) any assets or any interest in an asset of a Chargor, subject to any Restriction; and (b) any leasehold property with 25 years or less remaining on the applicable lease or which has a rack rent payable as at, and at any time after, the date of this Debenture;
 - (ii) “**IDF Priority Agreement**” has the meaning given to that term in the Senior Facilities Agreement.

2.3 Covenant to pay

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, each Additional Chargor 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.

2.4 Specific Security

Each Additional Chargor, as continuing security for the payment and discharge 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:

- (i) all of its Shares and all corresponding Related Rights;
- (ii) all of its Other Debts and all rights against third parties in respect of those Other Debts;
- (iii) all monies standing to the credit of the Material Bank Accounts and all of its rights, title and interest in relation to those accounts; and
- (iv) if not effectively assigned by Clause 2.6 (*Security Assignment*), all its rights, title and interests in (and claims under) the Assigned Agreements.

2.5 Floating charge

- (i) As further continuing security for the payment of the Secured Obligations, each Additional Chargor to the extent not effectively charged by way of fixed charge under Clause 2.4 (*Specific Security*) or pursuant to the IDF Security (as defined in the IDF Priority Agreement) or assigned under Clause 2.6 (*Security Assignment*), 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 of its present and future assets, undertakings and rights.
- (ii) The floating charge created by each Additional Chargor pursuant to paragraph 3.2(b) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (iii) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed and the Security Agent may at any time after an Acceleration Event which is continuing appoint an administrator of each Additional Chargor pursuant to that paragraph.

2.6 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Additional Chargor assigns absolutely with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements, provided that on payment and discharge in full of the Secured Obligations the Security Agent will re-assign the Assigned Agreements to each Additional Chargor (or as it shall direct) without delay and in a manner satisfactory to each Additional Chargor (acting reasonably). Subject to Clause 6.3 (*Assigned Agreements*) of the Debenture, until the occurrence of an Acceleration Event each Additional Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3 CONSENT OF EXISTING CHARGORS

The Company agrees on behalf of the existing Chargors to the terms of this deed and agrees 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

- 5.1** This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 5.2** The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 5.3** The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

ADDITIONAL CHARGORS

Name of Chargor	Registered Office	Company number
Alexander Mann Group Limited	7 Bishopsgate, London EC2N 3AQ	03560679
Alexander Mann Solutions Limited	7 Bishopsgate, London EC2N 3AQ	02073305

SCHEDULE 2

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Alexander Mann Group Limited	Alexander Mann Solutions Limited	90,000 ordinary shares of £1.00 each
		100 A ordinary shares of £0.01 each

SCHEDULE 3**BANK ACCOUNTS**

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Alexander Mann Group Limited	HSBC Bank PLC, 165 High Street, Southampton, Hampshire, SO14 2NZ, United Kingdom	██████████	██████████
Alexander Mann Solutions Limited	HSBC Bank PLC, 165 High Street, Southampton, Hampshire, SO14 2NZ, United Kingdom	██████████	██████████

SIGNATORIES TO SECURITY ACCESSION DEED

THE ADDITIONAL CHARGORS

EXECUTED as a **DEED** by

ALEXANDER MANN GROUP LIMITED acting by:

Director:



Witness:



Name:

FAY IRVING

Address:

33 DOUGLAS ROAD, WELLING, DA16 1QY

Occupation:

PERSONAL ASSISTANT

Notice Details

Address:

First Floor, 7-11 Bishopsgate, London, EC2N 3AQ, United Kingdom

Email:

Elizabeth.Whittaker@alexmann.com

Attention:

Elizabeth Whittaker

EXECUTED as a DEED by

ALEXANDER MANN SOLUTIONS LIMITED acting by:

Director:

[REDACTED]

Witness:

[REDACTED]

Name:

FAY IRVING

Address:

33 DOUGLAS RD, WELLING, DA16 1QY

Occupation:

PERSONAL ASSISTANT

Notice Details

Address:

First Floor, 7-11 Bishopsgate, London, EC2N 3AQ, United Kingdom

Email:

Elizabeth.Whittaker@alexmann.com

Attention:

Elizabeth Whittaker

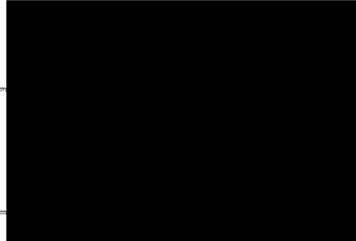
THE COMPANY

EXECUTED as a **DEED** by

AUXEY BIDCO LIMITED acting by;

Director:

Director:



Notice Details

Address: c/o OMERS Private Equity Europe Limited, 29th Floor, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB


Attention: Director, Legal

Email: sbrady@omers.com

THE SECURITY AGENT

EXECUTED as a **DEED** by

HSBC CORPORATE TRUSTEES COMPANY (UK) LIMITED acting by:

Authorised Signatory:  _____

Notice Details

Address: 8 Canada Square, London, E14 5HQ

Facsimile: 020 7991 4350

Attention: ctla.trustee.admin@hsbc.com

Email: CTLA Trustee Services Administration