



Registration of a Charge

Company name: **AGILITAS IT SOLUTIONS LIMITED**

Company number: **02504382**



X9IX1F49

Received for Electronic Filing: **30/11/2020**

Details of Charge

Date of creation: **27/11/2020**

Charge code: **0250 4382 0010**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY AGENT**

Brief description:

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2504382

Charge code: 0250 4382 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2020 and created by AGILITAS IT SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2020 .

Given at Companies House, Cardiff on 1st December 2020

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**

Dated this 30 November 2020

EXECUTION VERSION

Signed Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**Accession Deed****This Accession Deed is made on**

27 November ____ 2020

Between:

- (1) Each person listed in Schedule 1 (*The New Chargors*) (each a "**New Chargor**" and together the "**New Chargors**"; and
- (2) **Lucid Trustee Services Limited** as agent and trustee for the Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by Project Antelope Bidco Limited and the other Chargors referred to therein in favour of the Security Agent on 27 November 2020 (the "**Debenture**").

This Accession Deed witnesses as follows:**1 Definitions and interpretation**

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.
- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Accession Shares" means:

- (a) the shares described in Part 3 (*Shares*) of Schedule 2 (*The Charged Property*) to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of Schedule 2 (*The Charged Property*) to this Accession Deed.

2 Confirmation

- 2.1 Each New Chargor confirms it has read and understood the content of the Debenture.
- 2.2 Each New Chargor makes the representations and warranties as set out in clause 6 (*Representations and warranties*) of the Debenture by reference to the facts and circumstances then existing on the date of this Accession Deed.

3 Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4 Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:
 - (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of Schedule 2 (*The Charged Property*) to this Accession Deed;

EXECUTION VERSION

- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (ix) all Intellectual Property Rights;
 - (x) its goodwill and uncalled capital;
 - (xi) any Charged Agreements; and
 - (xii) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same):
 - (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract;
 - (iii) any Hedging Agreement; and
 - (iv) all Related Rights in respect of each of the above; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 **Construction**

Save as specifically varied in respect of the New Chargors only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

6 **Governing Law**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule 1

The New Chargors

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Agilitas IT Holdings Limited	England and Wales	09000477
Agilitas IT Solutions Limited	England and Wales	02504382

EXECUTION VERSION**Schedule 2****The Charged Property****Part 1****Property***None at the date of this deed*

Chargor	Address or Description of Property	Title Number (if registered)

Part 2**Intellectual Property Rights***None at the date of this deed*

Trade marks					
Chargor	Trade number	mark	Jurisdiction	Classes	Trade mark text

Patents			
Chargor	Patent number	Jurisdiction	Description

Designs			
Chargor	Design number	Jurisdiction	Description

EXECUTION VERSION**Part 3****Shares**

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
Agilitas IT Holdings Limited	Agilitas IT Solutions Limited	1,782,990 Ordinary Shares of £1.00 each	N/A

Part 4**Assigned Contracts***Note at the date of this deed*

Name of Chargor	Date of contract	Parties to contract	Details of contract

EXECUTION VERSION

Signature Pages to the Debenture Accession Deed

Executed as a deed by

Agilitas IT Holdings Limited
acting by a director
in the presence of:

Director

Signature of witness:

Name: Gavin Simpson

Address:

Occupation: Badminton Coach

Notice details

Address: Solutions House, 6 Glaisdale Parkway, Nottingham, NG8 4GP
Email: olle@perwyn.com and Donna.Simpson@agilitas.co.uk
Attention: Olle Davidsson and Donna Simpson

Executed as a deed by

Agilitas IT Solutions Limited
acting by a director
in the presence of:

Director

Signature of witness:

Name: Gavin Simpson

Address:

Occupation: Badminton Coach

Notice details

Address: Solutions House, 6 Glaisdale Parkway, Nottingham, NG8 4GP
Email: olle@perwyn.com and Donna.Simpson@agilitas.co.uk
Attention: Olle Davidsson and Donna Simpson

EXECUTION VERSION

Security Agent

Signed by _____

authorised signatory

for and on behalf of

Lucid Trustee Services Limited

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Notice Details

Attention: Lucid Agency and Trustee Services Limited

Address: 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG

Email: deals@lucid-ats.com