



Registration of a Charge

Company Name: **ASTON LARK EMPLOYEE BENEFITS LIMITED**

Company Number: **02792080**



Received for filing in Electronic Format on the: **06/07/2022**

XB7PFPNZ

Details of Charge

Date of creation: **01/07/2022**

Charge code: **0279 2080 0010**

Persons entitled: **MORGAN STANLEY SENIOR FUNDING, INC.**

Brief description: **NIL**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **SIMPSON THACHER & BARTLETT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2792080

Charge code: 0279 2080 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2022 and created by ASTON LARK EMPLOYEE BENEFITS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2022 .

Given at Companies House, Cardiff on 8th July 2022

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**

ACCESSION DEED

THIS ACCESSION DEED is made on 1 July 2022

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an “**Acceding Company**”);
- (2) **HGH FINANCE LIMITED** a limited liability company, incorporated in England and Wales with registered number 13645436 (the “**Company**”); and
- (3) **MORGAN STANLEY SENIOR FUNDING, INC.** (as Collateral Agent for the Secured Parties (as defined below)) (the “**Collateral Agent**”).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 29 April 2015 and made between (1) the Chargors named in it and (2) the Collateral Agent (the “**Debenture**”).

IT IS AGREED:**1. DEFINITIONS AND INTERPRETATION****(a) Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY**(a) Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Collateral Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Collateral Agent for the payment and discharge of the Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of Security*), 4 (*Fixed Security*) and 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part I of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its Other Accounts (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details of Security Assets owned by Acceding Company*) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property; and
- (v) by way of absolute assignment the Insurances and all claims under the Insurances and all proceeds of the Insurances,

in each case, for the avoidance of doubt, other than in respect of any Excluded Collateral.

(d) Consent

Pursuant to clause 19.3 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. **NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **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 of which this Accession Deed has been duly executed by each Acceding Company and the Company as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Company.

SCHEDULE 1 TO THE ACCESSION DEED**The Acceding Companies**

Name of Acceding Company	Registration Number
Aston Lark Limited	02831010
Brunel Professions Ltd	05071851
Aston Lark Employee Benefits Ltd	02792080
Protean Risk Ltd	06390043
Sennocke International Insurance Services Ltd	02489110
Highworth Insurance Ltd	07980064
DNA Insurance Services Ltd	04537209
ES Risks Limited	06343872
Bruce Stevenson Insurance Brokers Limited	SC207315

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Companies****Part 1 - Real Property**

Registered land				
Chargor	Address	Title number		
N/A	N/A	N/A		
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
N/A	N/A	N/A	N/A	N/A

Part 2 - Charged Securities

Company	Name of company in which shares are held	Class of shares held	Number of shares held	Number of shares issued
Aston Lark Group Limited	Aston Lark Limited	Ordinary shares of £1.00	1,000,024	1,000,024
Aston Lark Group Limited	Brunel Professions Ltd	Ordinary shares of £1.00	15,500	15,500
Aston Lark Limited	Aston Lark Employee Benefits Ltd	Ordinary shares of £1.00	99,107	99,107
Aston Lark Group Limited	Protean Risk Ltd	Ordinary shares of £1.00	18,304	18,304
Aston Lark Group Limited	Sennocke International Insurance Services Ltd	Ordinary shares of £1.00	900	900
Aston Lark Group Limited	Highworth Insurance Ltd	Ordinary shares of £1.00	100	100
Aston Lark Group Limited	DNA Insurance Services Ltd	Ordinary shares of £1.00	100	100
Epsilon Group Limited	ES Risks Limited	Ordinary shares of £1.00	35	35
Bruce Stevenson Limited	Bruce Stevenson Insurance Brokers Limited	Ordinary shares of £1.00	1	1

Part 3 - Charged Accounts

Charged Accounts			
Account Holder/Entity	Account Number	Account Bank	Account bank branch address and sort code
N/A	N/A	N/A	N/A

EXECUTION PAGES OF THE ACCESSION DEED

THE COMPANY

EXECUTED AS A DEED
By: HGH FINANCE LIMITED

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)
)

[Redacted Signature]

Mark Craig

Signature of Director
Name of Director

in the presence of:

[Redacted Signature]

Will Bloomer

Signature of witness
Name of witness

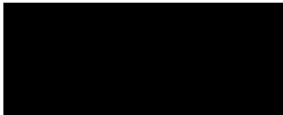
[Redacted Address]

Address of witness

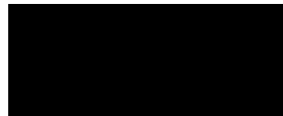

Address: One Creechurch Place
London
United Kingdom
EC3A 5AF

THE ACCEDING COMPANIES

EXECUTED AS A DEED)
By: ASTON LARK LIMITED)
)

 Signature of Director
Stuart Rootham Name of Director

in the presence of:

 Signature of witness
Lindsay Rootham Name of witness
 Address of witness
.....

Address: One, Creechurch Place
London
United Kingdom
EC3A 5AF

EXECUTED AS A DEED)
By: BRUNEL PROFESSIONS LTD)
)

[Redacted Signature]

Stuart Rootham

Signature of Director
Name of Director

in the presence of:

[Redacted Signature]

Lindsay Rootham

Signature of witness
Name of witness
Address of witness

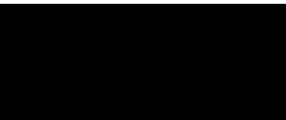

[Redacted Address]

Address: One, Creechurch Place
London
United Kingdom
EC3A 5AF

EXECUTED AS A DEED)
By: ASTON LARK EMPLOYEE BENEFITS LTD)
)


..... Signature of Director
Stuart Rootham
..... Name of Director

in the presence of:


..... Signature of witness
Lindsay Rootham
..... Name of witness

..... Address of witness
.....

Address: One, Creechurch Place
London
United Kingdom
EC3A 5AF

EXECUTED AS A DEED)
By: PROTEAN RISK LIMITED)
)

[Redacted Signature]

.....
Stuart Rootham
.....

Signature of Director
Name of Director

in the presence of:

[Redacted Signature]

.....
Lindsay Rootham
.....

Signature of witness
Name of witness

.....
[Redacted Address]
.....
.....

Address of witness

Address: One, Creechurch Place
London
United Kingdom
EC3A 5AF

EXECUTED AS A DEED)
By: SENNOCKE INTERNATIONAL INSURANCE SERVICES LIMITED)
)

[Redacted Signature]

Lee Scott

Signature of Director

Name of Director

in the presence of:

[Redacted Signature]

Louise velez

Signature of witness

Name of witness

Address of witness

[Redacted Address]

Address: 6 Pembroke Road
Sevenoaks
Kent
United Kingdom
TN13 1XR

EXECUTED AS A DEED
By: **HIGHWORTH INSURANCE LIMITED**


)
)
)



Toby Green

Signature of Director
Name of Director

in the presence of:



A G Benfold

Signature of witness
Name of witness
Address of witness



Address: One, Creechurch Place
London
United Kingdom
EC3A 5AF

EXECUTED AS A DEED)
By: DNA INSURANCE SERVICES LTD)
)

[Redacted Signature]

Warren Dickson

Signature of Director
Name of Director

in the presence of:

[Redacted Signature]

Harry Maynard

Signature of witness
Name of witness

[Redacted Address]

Address of witness

Address: One, Creechurch Place
London
United Kingdom
EC3A 5AF

EXECUTED AS A DEED)
By: ES RISKS LIMITED)
)

[Redacted Signature]

Signature of Director

Chris Hobbs
Name of Director

in the presence of:

[Redacted Signature]

Signature of witness

Martin Baker
Name of witness

[Redacted Address]
Address of witness

.....

Address: 5th Floor, Minorities House
2-5 Minorities
London
United Kingdom
EC3N 1BJ

EXECUTED AS A DEED
By: BRUCE STEVENSON INSURANCE BROKERS LIMITED

)
)
)

.....

Mark Dallas

.....

Signature of Director
Name of Director

in the presence of:

.....

Lisa selcraig

.....

Signature of witness
Name of witness

.....

.....

Address of witness

Address:

76 Coburg Street
Edinburgh
EH6 6HJ

THE COLLATERAL AGENT

Signed by Ethan Plater for and on behalf of

MORGAN STANLEY SENIOR FUNDING, INC.

Signature

A solid black rectangular box used to redact the signature of the collateral agent.
