



Registration of a Charge

Company Name: **TRILLIUM HOLDINGS LIMITED**

Company Number: **03487308**



Received for filing in Electronic Format on the: **31/08/2023**

XCB2DC40

Details of Charge

Date of creation: **25/08/2023**

Charge code: **0348 7308 0016**

Persons entitled: **HSBC UK BANK PLC AS SECURITY AGENT**

Brief description:

Contains fixed 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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3487308

Charge code: 0348 7308 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2023 and created by TRILLIUM HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2023 .

Given at Companies House, Cardiff on 1st September 2023

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**

DEED OF ACCESSION

THIS DEED is made on 25 August 2023

BETWEEN:-

- (1) **TRILLIUM HOLDINGS LIMITED** a private limited company incorporated in England and Wales with company number 03487308 with its registered address at Level 16, 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR (the "**New Chargor**");
- (2) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (3) **HSBC UK BANK PLC** as the Security Agent as trustee for itself and each of the Secured Parties.

INTRODUCTION

- (A) The New Chargor will on the date of this Deed become a Chargor.
- (B) This Deed is supplemental to a deed dated 15 November 2022 made between the Chargors and HSBC UK Bank Plc as Security Agent and as may be supplemented and amended from time to time (the "**Subordinated Creditor's Security Agreement**").
- (C) The New Chargor in consideration of the Original Lenders making or continuing to make the loan facility available to the Borrowers has agreed to enter into this Deed and become a Chargor under the Subordinated Creditor's Security Agreement.
- (D) This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Subordinated Creditor's Security Agreement have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Subordinated Creditor's Security Agreement apply to this Deed insofar as they are relevant to it, as they apply to the Subordinated Creditor's Security Agreement.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Subordinated Creditor's Security Agreement with immediate effect and so that the Subordinated Creditor's Security Agreement shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

3. SECURITY

- 3.1.1 The New Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- (a) the Subordinated Debt;
- (b) the Subordinated Documents; and

(c) all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

3.1.2 To the extent not effectively assigned under Clause 3.1 (*Assignment*), the New Chargor charges by way of first fixed charge:-

(a) the Subordinated Debt;

(b) the Subordinated Documents; and

(c) all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

4. CONSENT OF EXISTING CHARGORS

Each Chargor by its execution of this Deed confirms their consent to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Subordinated Creditor's Security Agreement.

5. EFFECT ON SUBORDINATED CREDITOR'S SECURITY AGREEMENT

5.1 The Subordinated Creditor's Security Agreement and this Deed shall be read and construed as one document so that references in the Subordinated Creditor's Security Agreement to "this Deed", "herein", and similar phrases will be deemed to include this Deed.

5.2 For the purposes of this Deed and the Subordinated Creditor's Security Agreement and with effect from the date of this Deed, the Security created by the New Chargor in favour of the Security Agent by or pursuant to this Deed shall form part of the Secured Assets and references in the Subordinated Creditor's Security Agreement to the Security created by or pursuant to the Subordinated Creditor's Security Agreement will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

COMPANY NAME	No	Service of process - Address for service and email
Tetrad Investments Limited	10157780 England Wales – and	5 Aldermanbury Square, London, United Kingdom, EC2V 7HR Email: treasury.team@ttg.co.uk
Trillium Limited	11509701 England Wales – and	5 Aldermanbury Square, London, United Kingdom, EC2V 7HR Email: treasury.team@ttg.co.uk
London Wall Outsourcing Limited	06761256 England Wales – and	5 Aldermanbury Square, London, United Kingdom, EC2V 7HR Email: treasury.team@ttg.co.uk
Empire LIH Limited	07089729 England Wales – and	5 Aldermanbury Square, London, United Kingdom, EC2V 7HR Email: treasury.team@ttg.co.uk

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

EXECUTED as a Deed
by **TRILLIUM HOLDINGS LIMITED**

acting by two Directors:-

)
)
)
)
)

Director

Director

Notice details

Address: 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR
E-mail: treasury.team@ttg.co.uk
Attention: Treasurer

The Chargors

EXECUTED as a Deed
by **TETRAD INVESTMENTS LIMITED** acting
by two Directors:-

)
)
)
)
)

Director

Director

Notice details

Address: 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR
E-mail: treasury.team@ttg.co.uk
Attention: Treasurer

EXECUTED as a Deed
by TRILLIUM LIMITED

acting by two Directors:-

)
)
)
)
)

Director

Director

Notice details

Address: 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR
E-mail: treasury.team@ttg.co.uk
Attention: Treasurer

EXECUTED as a Deed
by LONDON WALL OUTSOURCING LIMITED
acting by two Directors:-

)
)
)
)
)

Director

Director

Notice details

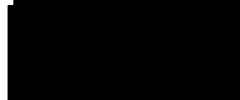
Address: 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR
E-mail: treasury.team@ttg.co.uk
Attention: Treasurer

EXECUTED as a Deed)
by EMPIRE LIH LIMITED acting by two)
Directors:-)
)
)

Director



Director



Notice details

Address: 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR
E-mail: treasury.team@ttg.co.uk
Attention: Treasurer

The Security Agent

SIGNED for and on behalf of
HSBC UK BANK PLC



Address: London Commercial Banking Centre, Level 6, 71 Queen Victoria Street, London, EC4V 4AY
E-mail: dee.korab@hsbc.com
Attention: Dee Korab