



Registration of a Charge

Company name: **DATA SELECT LIMITED**

Company number: **03662640**

Received for Electronic Filing: **08/11/2019**



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Details of Charge

Date of creation: **05/11/2019**

Charge code: **0366 2640 0014**

Persons entitled: **LLOYDS BANK COMMERCIAL FINANCE LIMITED**

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: **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:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3662640

Charge code: 0366 2640 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2019 and created by DATA SELECT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2019 .

Given at Companies House, Cardiff on 11th November 2019

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 OF ACCESSION is dated 5 November 2019 and made

BETWEEN

- (1) **Data Select Limited** registered in England with number 03662640 whose registered office is at Arrowhead Park, Arrowhead Road, Theale, Reading, England, RG7 4AH (the **New Chargor**);
- (2) **Westcoast (Holdings) Limited** registered in England with number 03359843 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Lloyds Bank Commercial Finance Limited** registered in England with number 00733011, as agent and trustee for the Secured Parties (the **Security Agent**).

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated 14 October 2019 (as supplemented and amended from time to time, the **Debenture**) in favour of the Security Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Finance Parties continuing to make facilities available to the Chargors and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Security Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Security Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that

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I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Norton Rose Fulbright LLP

Sign & Dated 06/11/19

references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 2 shall be deemed to include a reference to Part 1 of the Schedule to this Deed; and
 - (c) Schedule 3 shall be deemed to include a reference to Part 2 of the Schedule to this Deed;
- 6 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 7 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) charges to the Security Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part 1 of the Schedule to this Deed; and
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Security Agent all of the Shares (if any) brief descriptions of which are specified in Part 2 of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights.
- 8 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part 1 – Land

None at the date of this Deed

Part 2 –Shares

None at the date of this Deed

SIGNATORIES

The New Chargor

Executed as a deed by
Data Select Limited
acting by a Director in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness:

EMILY GARVEY

Address:

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

The Company
for itself and as agent for the other
Chargors party to the Debenture

[Redacted Signature]

Executed as a deed by
Westcoast (Holdings) Limited
acting by a Director in the presence of:

Signature of witness:

[Redacted Signature]

Name of witness:

EMILY GARVEY

Address:

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

The Security Agent

Lloyds Bank Commercial Finance Limited

By:

SIGNATORIES

The New Chargor

Executed as a deed by
Data Select Limited
acting by a Director in the presence of:

)
)
)

Signature of witness:

Name of witness:

Address:

The Company
for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by
Westcoast (Holdings) Limited
acting by a Director in the presence of:

)
)
)

Signature of witness.

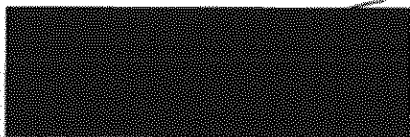
Name of witness:

Address:

The Security Agent

Lloyds Bank Commercial Finance Limited

By:



Keith CHILMAN
Associate Director