



Registration of a Charge

Company name: **VECTA SALES SOLUTIONS LIMITED**

Company number: **04077932**



X9IJYCW0

Received for Electronic Filing: **25/11/2020**

Details of Charge

Date of creation: **05/11/2020**

Charge code: **0407 7932 0001**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **N/A**

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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4077932

Charge code: 0407 7932 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2020 and created by VECTA SALES SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2020 .

Given at Companies House, Cardiff on 26th November 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

SECURITY ACCESSION DEED

This Security Accession Deed is made on 5 November 2020

Between:

- (1) **The companies** detailed in Schedule 1 (*The New Chargors*), companies incorporated in England and Wales (the “**New Chargors**”);
- (2) **Kerridge Commercial Systems Group Limited** for itself and as agent for and on behalf of the existing Chargors (the “**Parent**”); and
- (3) **Lucid Trustee Services Limited**, a company incorporated under the laws of England and Wales and with registration number 10992576 with its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a debenture dated 25 January 2018 between, amongst others, the Initial Chargors named therein and the Security Agent, as previously supplemented and amended by a Security Accession Deed dated 14 June 2018 and other earlier Security Accession Deeds (the “**Deed**”).

Now this deed witnesses as follows:

1. Interpretation**1.1 Definitions**

Terms defined in the Deed shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Deed will be deemed to be set out in full in this deed, but as if references in those clauses to the Deed were references to this deed.

2. Accession of New Chargors**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Deed with immediate effect and agrees to be bound by all of the terms of the Deed as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, each New Chargor covenants, as primary obligor and not only as surety,

with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.6 (*Excluded Assets*) of the Deed, each New Chargor, as continuing security for the payment 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:

- (a) the Bank Accounts and all corresponding Related Rights; and
- (b) all of the Shares and all corresponding Related Rights.

2.4 Floating Charge

Subject to Clause 3.6 (*Excluded Assets*) of the Deed, as further continuing security for the full payment of the Secured Obligations, each New Chargor 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 its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*).

2.5 Negative Pledge

Each New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

3. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree 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 Deed.

4. Construction of Deed

The Deed and this deed shall be read together as one instrument on the basis that references in the Deed to “this deed” or “this Deed” will be deemed to include this deed.

5. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed

or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

Schedule 1: New Chargors

Company	Jurisdiction	Company Number
Current-RMS Ltd	England and Wales	10648973
InspHire Limited	England and Wales	03309635
Kerridge Commercial Systems (KSH) Limited	England and Wales	00853560
Origin Software Solutions Limited	England and Wales	08581904
MAM Software Limited	England and Wales	01797213
Vecta Sales Solutions Limited	England and Wales	04077932

Schedule 2: Shares

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
MAM Software Limited	Origin Software Solutions Limited	100 Ordinary Shares
Kerridge Commercial Systems (KSH) Limited	Vecta Sales Solutions Limited	2 Ordinary Shares
Kerridge Commercial Systems Limited	InspHire Limited	100,000 Ordinary Shares
Kerridge Commercial Systems Limited	Current-RMS Ltd	1,000 Ordinary Shares
Eagle Bidco 2018 Limited	Kerridge Commercial Systems (KSH) Limited	13,784,073 Ordinary Shares

Signatories to Security Accession Deed

The New Chargors

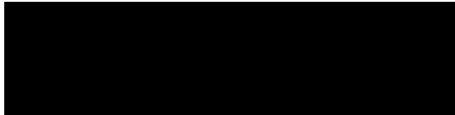
SIGNED as a DEED

For and on behalf of

CURRENTERMS LTD



in the presence of



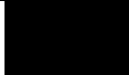
Witness

Name: *CAROLYN TOBIN*

Address:



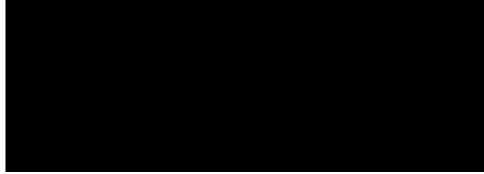
Occupation:



SIGNED as a DEED

For and on behalf of

INSPHIRE/LIMITED



in the presence of



Witness

Name: CAROLYN TOBIN

Address:



Occupation:



SIGNED as a DEED

For and on behalf of

KERRIDGE COMMERCIAL SYSTEMS (KSH) LIMITED

[Redacted Signature]

in the presence of

[Redacted Signature]

Witness

Name: *CAROLYN TOBIN*

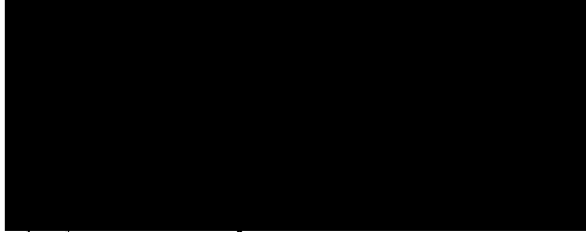
Address:

Occupation:

SIGNED as a DEED

For and on behalf of

ORIGIN SOFTWARE SOLUTIONS LIMITED



in the presence of



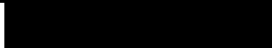
Witness

Name: **DAVID LIDDLE**

Address:



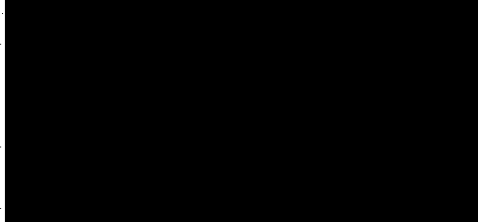
Occupation:



SIGNED as a DEED

For and on behalf of

MAM SOFTWARE LIMITED



in the presence of



Witness

Name: *CARDEN TOBIN*



Address:



Occupation:



SIGNED as a DEED

For and on behalf of

VECTA SALES SOLUTIONS LIMITED

[REDACTED]

in the presence of

[REDACTED]

Witness

Name: *CARDWIN TOBIN*

Address:

Occupation:

KERRIDGE COMMERCIAL SYSTEMS GROUP LIMITED

as the Parent

A large black rectangular redaction box covers the signature area. A small horizontal line extends from the right side of the box.

The Security Agent

SIGNED by
Lucid Trustee Services Limited
acting by:

)
)
)



Andrew Brookes
Authorised Signatory

as Authorised Signatory