



Registration of a Charge

Company Name: **NOMENSA LTD**

Company Number: **04214477**



Received for filing in Electronic Format on the: **06/12/2022**

XBIA3AM9

Details of Charge

Date of creation: **06/12/2022**

Charge code: **0421 4477 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES)**

Brief description: **TRADEMARK NUMBER: UK00914633 424 CLASSES: 9, 35, 38, 42. FOR FULL DETAILS OF ALL THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

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 TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by:

ALEX STONE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4214477

Charge code: 0421 4477 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2022 and created by NOMENSA LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2022 .

Given at Companies House, Cardiff on 7th December 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**

THIS ACCESSION DEED is made on

6 December 2022

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 2** (each an "**Acceding Company**");
- (2) **SIDESHOW TOPCO LIMITED** a company incorporated in England and Wales with registration number 13152812 (the "**Parent**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 29 April 2021 and made between (1) the Chargors named in it and (2) the Security 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 Security 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.



DLA PIPER

I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO s859G OF THE COMPANIES ACT 2006, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.

(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 Security Agent for the payment and discharge of the Secured 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 and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*) (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 1 (*Details of Security Assets owned by the Acceding Companies*) (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 Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 1 (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in part 2 of schedule 1 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) part 1 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (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

Save as expressly provided to the contrary in the Debenture, 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 Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.




SCHEDULE 1**Details of Security Assets owned by the Acceding Companies****Part 1 - Real Property**







Registered land				
Acceding Company	Address	Administrative Area		Title number
None as at the date of this Deed.				
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None as at the date of this Deed.				

Part 2 - Charged Securities



Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
more2 Holdings Limited	more2 Limited	Ordinary Shares of £1.00 each	10,350	£10,350

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Nomensa Ltd		National Westminster Bank plc	N/A 45 / 49 Broadmead, Bristol, BS1 3EU
Nomensa Ltd		National Westminster Bank plc	 45 / 49 Broadmead, Bristol, BS1 3EU
Nomensa Ltd		National Westminster Bank plc	 45 / 49 Broadmead, Bristol, BS1 3EU

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Nomensa Ltd		National Westminster Bank plc	N/A 45 / 49 Broadmead, Bristol, BS1 3EU
More2 Limited		HSBC UK Bank Plc	 210 High Holborn, London, WC1V 7HD
More2 Limited		HSBC UK Bank Plc	 210 High Holborn, London, WC1V 7HD
More2 Limited		HSBC UK Bank Plc	 210 High Holborn, London, WC1V 7HD
More2 Limited		HSBC UK Bank Plc	 210 High Holborn, London, WC1V 7HD
More2 Limited		HSBC UK Bank Plc	 1 Centenary Square, Birmingham, B1 1HQ
More2 Limited		HSBC UK Bank Plc	 1 Centenary Square, Birmingham, B1 1HQ

Part 4 - Intellectual Property

Part 4A - Trade marks				
more2 Limited	UK 3412870	UK, registered	35, 42	MAILRIGHT
more2 Limited	EU 12273983	EU, registered	35	
more2 Limited	EU 12273983	UK, registered	35	

Nomensa Ltd	UK00914633 424	UK, registered	9, 35, 38, 42	NOMENSA
Nomensa Ltd	EU 014633424	EU, registered	9, 35, 38, 42	NOMENSA

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
None as at the date of this Deed.		

Part 5 - Relevant Contracts

Date of Relevant Contract	Parties	Details of Relevant Contract
None as at the date of this Deed.		

Part 6 – Insurances

Acceding Company	Insurer	Policy number
more2 Holdings Limited more2 Limited	Hiscox	PI Combined Policy with policy number PSC10002703023/01
Nomensa Ltd	Hiscox	PI and Cyber Policy with policy number PL-PSC10001810997/05
Nomensa Ltd	Aviva	Office and EL Policy with policy number 97OSP3233585

SCHEDULE 2

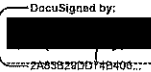
The Acceding Obligors

Name of Acceding Obligor	Original Jurisdiction	Registration number (or equivalent, if any)
Nomensa Ltd	England and Wales	04214477
more2 Holdings Limited	England and Wales	09721267
more2 Limited	England and Wales	04444261

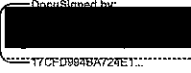
EXECUTION PAGES

THE ACCEDING COMPANIES

Executed as a deed by **NOMENSA LTD:**

Signature  DocuSigned by: ZAB3B29DD7FB406...

Name (block capitals) Anthony Hill
Director

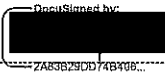
Signature  DocuSigned by: 77CFD88BA724E1...

Name (block capitals) Jonathan Russell
Director

Address: Avalon, Oxford Road, Bournemouth, England BH8 8EZ

Attention: Anthony Hill

Executed as a deed by **MORE2 HOLDINGS LIMITED:**

Signature  DocuSigned by: ZAB3B29DD7FB406...

Name (block capitals) Anthony Hill
Director

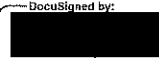
Signature  DocuSigned by: 77CFD88BA724E1...

Name (block capitals) Jonathan Russell
Director

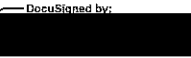
Address: Avalon, Oxford Road, Bournemouth, England BH8 8EZ

Attention: Anthony Hill

Executed as a deed by **MORE2 LIMITED:**

Signature 
2AB3B29D074B40E...

Name (block capitals) Anthony Hill
Director


Signature 
17CFD994BA724E1...

Name (block capitals) Jonathan Russell
Director

Address: Avalon, Oxford Road, Bournemouth, England BH8 8EZ
Attention: Anthony Hill

THE PARENT

Executed as a deed by **SIDESHOW TOPCO LIMITED:**

Signature 
2AB3B29D074B40E...


Name (block capitals) ANTHONY HILL
Director

Signature 
17CFD994BA724E1...

Name (block capitals) JONATHAN RUSSELL
Director

Address: Avalon, Oxford Road, Bournemouth, England BH8 8EZ
Attention: Anthony Hill

THE SECURITY AGENT

Signed by Gilda Cara for and)
on behalf of **GLAS TRUST**)
CORPORATION LIMITED:) Signature  DocuSigned by:
AA33BC8EEC40469...

Address: 45 Ludgate Hill, London EC4M 7JU

Fax: +44 (0)20 3070 0113

Attention: Transaction Management Group / Project Kite Topco Limited