



**Registration of a Charge**

Company Name: **WOWCHER LIMITED**

Company Number: **04264984**



XD0VB58J

Received for filing in Electronic Format on the: **12/04/2024**

**Details of Charge**

Date of creation: **11/04/2024**

Charge code: **0426 4984 0005**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT)**

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: **OSBORNE CLARKE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4264984

Charge code: 0426 4984 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2024 and created by WOWCHER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2024 .

Given at Companies House, Cardiff on 16th April 2024

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**

## Supplemental Debenture

This Supplemental Debenture is made on 11 April 2024

### Between:

- (1) **The persons** listed in the schedule to this Supplemental Debenture as Chargors (the "**Chargors**"); and
- (2) **National Westminster Bank Plc** as agent and trustee for the Secured Parties (the "**Security Agent**").

### Background

- (A) Pursuant to the Original Debenture (as defined below), each Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargors have agreed to amend the Original Facilities Agreement to, amongst other things, extend the Termination Date (as defined in the Amended Facilities Agreement) and amend the repayment profile for Facility A (as defined in the Amended Facilities Agreement).
- (C) The Chargors have agreed to enter into this Supplemental Debenture in acknowledgement of the amendments to the Secured Liabilities pursuant to the Amended Facilities Agreement.
- (D) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

### 1 Definitions and interpretation

#### 1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

**"Amended Facilities Agreement"** means the Original Facilities Agreement, as amended by the amendment letter entered into on or about the date of this Supplemental Debenture between amongst others the Chargors and National Westminster Bank Plc (as agent, security agent, arranger and original lender), as the same may be further amended, novated, supplemented, extended, replaced or restated from time to time.

**"Finance Documents"** has the meaning given to it in the Amended Facilities Agreement.

**"Original Debenture"** means the debenture originally made between (1) the Chargors and (2) the Security Agent dated 30 November 2021.

**"Original Facilities Agreement"** means the facilities agreement dated 30 November 2021 and made between, amongst others, (1) National Westminster Bank Plc (in its capacities as agent, security agent, arranger and original lender) and (2) the Original Chargors.

**"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under the Amended Facilities Agreement and each other Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**"Transaction Security Document"** has the meaning given to it in the Amended Facilities Agreement.

**1.2 Construction**

(a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Amended Facilities Agreement apply to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to **"this Agreement"** being deemed to be a reference to **"this Supplemental Debenture"**, subject to any necessary changes.

(a) Any references to the Security Agent or any Receiver shall include its Delegate.

**1.3 Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

**1.4 Implied covenants for title**

The obligations of each Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

**1.5 Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

**1.6 Trusts**

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 19 (*The Security Agent*) of the Intercreditor Agreement.

(a) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

**1.7 Inconsistency between this Supplemental Debenture and the Intercreditor Agreement**

If there is any conflict or inconsistency between any provision of this Supplemental Debenture and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

**1.8 Inconsistency between this Supplemental Debenture and the Facilities Agreement**

If there is any conflict or inconsistency between any provision of this Supplemental Debenture and any provision of the Facilities Agreement, the provision of the Facilities Agreement shall prevail.

**1.9 Permitted Transactions**

Nothing in this Supplemental Debenture shall restrict any transaction which is not prohibited by the Facilities Agreement (including, without limitation, the grant of any Permitted Security under paragraph (t) of the definition of Permitted Security).

### 1.10 **Original Debenture**

- (a) Where this Supplemental Debenture purports to create a first fixed charge over an asset which is already subject to a fixed charge under the Original Debenture, then the fixed charge created by this Supplemental Debenture will be second ranking subject to the equivalent fixed charge created by the Original Debenture until such time as the fixed charge created by the Original Debenture ceases to have effect.
- (b) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset is expressed to be assigned again under this Supplemental Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant fixed charge created by the Original Debenture ceases to have effect at a time when this Supplemental Debenture still has effect.

## 2 **Security Assets**

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, each Chargor, as security for the payment of the Secured Liabilities:

- (a) charges in favour of the Security Agent, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:
  - (i) by way of first legal mortgage, each Material Property in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Supplemental Debenture;
  - (ii) by way of first fixed charge:
    - (A) all Material Property not effectively mortgaged under sub-clause 2.1(a) (including all Restricted Property which has ceased to fall within the definition of Restricted Property by virtue of receipt of the relevant landlord's consent to charge that Property, but only with effect from the date on which that consent is obtained);
    - (B) all fixed and permanent Plant and Machinery;
    - (C) all Plant and Machinery not effectively charged under sub-clause 2.1(b)(ii);
    - (D) all Shares;
    - (E) all Debts;
    - (F) all Accounts;
    - (G) all Investments;
    - (H) all Material Intellectual Property Rights (including all Material Intellectual Property Rights which by virtue of obtaining third party consent to charge such Material Intellectual Property Rights have ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained);
    - (I) its goodwill and uncalled capital; and
    - (J) if not effectively assigned by way of security pursuant to sub-clause 2.1(b), all its rights and interests in (and claims under) the assets described in sub-clause 2.1(b);

- (b) assigns, by way of security with full title guarantee to the Security Agent all its rights, title and interest in:
    - (i) the Insurances and the Insurance Proceeds;
    - (ii) any Hedging Agreement; and
    - (iii) all Related Rights in respect of each of the above;
  - (c) charges with full title guarantee in favour of the Security Agent by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 2.1(a) or which are effectively assigned by way of security under sub-clause 2.1(b).
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.
- 2.3 Sub-clauses 3.5 (*Conversion of floating charge by notice*) to 3.9 (*Part A1 moratorium*) (inclusive) of the Original Debenture apply to the floating charge created by sub-clause 2.1(c) above.

### 3 **Incorporation**

- 3.1 The provisions of clause 2 (*Covenant to pay*), sub-clause 3.3 (*Third Party Consents*) and clauses 4 (*Nature of Security*) to 18 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "**this Supplemental Debenture**".
- 3.2 Without prejudice to the generality of clause 4.1(d) of the Original Debenture, each Chargor expressly confirms that it intends that the Security constituted by this Supplemental Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Amended Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business or property acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

### 4 **Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 Each Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4 This Supplemental Debenture is a Transaction Security Document and designated as a Finance Document.

### 5 **Governing law**

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

**6 Jurisdiction**

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**In witness** this Supplemental Debenture is executed by each Chargor as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date appearing at the head of page 1.

Schedule 1

The Chargors

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Excalibur Midco Limited	England and Wales	09876163
Excalibur Bidco Limited	England and Wales	09876182
Wowcher Limited	England and Wales	04264984

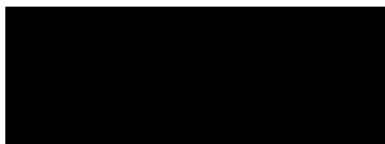


## Signatories to Supplemental Debenture

### Chargors

**Executed as a deed by**

**Excalibur Midco Limited**  
acting by two directors:



Director



Director

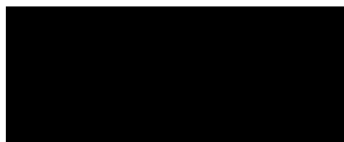
*Occupation:*

### **Notice details**

Address: Wowcher Limited, Dalston Works, 69 Dalston Lane, London, United Kingdom, E8 2NG  
Email: [Paul.Chambers@wowcher.co.uk](mailto:Paul.Chambers@wowcher.co.uk)  
Attention: Paul Chambers

**Executed as a deed by**

**Excalibur Bidco Limited**  
acting by two directors:



Director



Director

*Occupation:*

### **Notice details**

Address: Wowcher Limited, Dalston Works, 69 Dalston Lane, London, United Kingdom, E8 2NG  
Email: [Paul.Chambers@wowcher.co.uk](mailto:Paul.Chambers@wowcher.co.uk)  
Attention: Paul Chambers

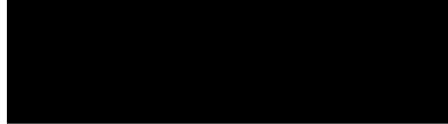
**Executed as a deed by**

**Wowcher Limited**

acting by two directors:



Director



Director

*Occupation:*

***Notice details***

Address: Wowcher Limited, Dalston Works, 69 Dalston Lane, London, United Kingdom, E8 2NG  
Email: [Paul.Chambers@wowcher.co.uk](mailto:Paul.Chambers@wowcher.co.uk)  
Attention: Paul Chambers

Security Agent

Signed by Julia Peasley  
authorised signatory  
for and on behalf of  
**National Westminster Bank Plc**

)  
)  
)  
)  
)



Notice Details

Address: 2nd Floor, 250 Bishopsgate, London, EC2M 4AA  
Email: [lewis.burden@natwest.com](mailto:lewis.burden@natwest.com)  
Attention: Lewis Burden

We 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.

Dated this 12 April 2024

Signed Osborne Clarke LLP

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB