



Registration of a Charge

Company Name: **ECOGRA LIMITED**

Company Number: **04690117**



XAJHPCLL

Received for filing in Electronic Format on the: **16/12/2021**

Details of Charge

Date of creation: **14/12/2021**

Charge code: **0469 0117 0002**

Persons entitled: **INVESTEC BANK PLC (AS SECURITY AGENT)**

Brief description: **N/A**

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: **WE 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: **STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4690117

Charge code: 0469 0117 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2021 and created by ECOGRA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2021 .

Given at Companies House, Cardiff on 17th December 2021

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**

EXECUTION VERSION

Security Accession Deed**Dated** 14 December 2021**Between:**

- (1) **EGAMING COMPLIANCE (HOLDINGS) LIMITED**, a company incorporated under the laws of England and Wales with registered number 07968868 and, **ECOGRA LIMITED**, a company incorporated under the laws of England and Wales with registered number 04690117 (the "**Additional Chargors**" and each an "**Additional Chargor**");
- (2) **CAYENNE MIDCO LIMITED**, a company incorporated under the laws of England and Wales with registered number 13751602 (the "**Parent**") for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) **INVESTEC BANK PLC** (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facilities Agreement defined below).

Recitals:

- (A) This deed is supplemental to a debenture dated 14 December 2021 between, among others, the Parent, the Chargors named in it and the Security Agent (as supplemented and amended from time to time, the "**Debenture**").
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

This deed witnesses**1 Definitions and interpretation****1.1 Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

"Accounts" means each Blocked Account and each General Account;

"Blocked Account" means each Account listed in Part 1 (*Blocked Accounts*) of Schedule 3 (*Accounts*) and each other Account of the Additional Chargors designated in writing by the Security Agent and the relevant Additional Chargor (or the Parent on its behalf) as a "Blocked Account" from time to time;

"General Account" means each Account of the Additional Chargors from time to time (including each Account listed in Part 2 (*General Accounts*) of Schedule 3 (*Accounts*) other than a Blocked Account;

"Land" means any freehold or leasehold property, including the real property (if any) listed in Schedule 1 (*Land*), together with, in each case:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants; and

"Subsidiary Shares" means all shares in any member of the Group owned by the Additional Chargors or held by any nominee or trustee on its behalf from time to time (including those shares listed opposite its name in Schedule 2 (*Subsidiary Shares*)).

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, *mutatis mutandis*, insofar as they are relevant to it, as they apply to the Debenture, provided that a reference to a "Clause" or "Schedule" shall be a reference to a Clause or schedule of this Deed.

2 Accession of Additional Chargor

2.1 Accession

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

2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents.

2.3 General

2.3.1 All the Security created under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is created over present and future assets of the Additional Chargors;
- (c) is security for the payment and discharge of all the Secured Obligations; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.3.2 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.4 Consent of existing Chargors

The existing Chargors (acting by their agent, the Parent) 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 Debenture.

3 Creation of Security

3.1 Legal mortgages

The Additional Chargors charge by way of a first legal mortgage all estates or interests in any Land now or in the future owned by it including, without limitation, that listed (if any) in Schedule 1 (*Land*) to this Deed.

3.2 Assignments

The Additional Chargors assign absolutely, subject to a proviso for re-assignment on redemption:

- 3.2.1 **Insurance Policies:** all of its rights in respect of any Insurance Policy, including all sums payable thereunder; and
- 3.2.2 **Relevant Contracts:** all of its rights in respect of the Relevant Contracts to which it is a party.

3.3 Fixed Charges

The Additional Chargors charge by way of first fixed charge:

- 3.3.1 **Land:** to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*), all estates or interests in any Land now or subsequently owned by it;
- 3.3.2 **Plant and machinery:** to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a first fixed charge under paragraph 3.3.1 (*Land*) above, all plant, machinery, vehicles, computers and other office equipment and tools (excluding any for the time being forming part of its stock in trade or work in progress) owned by it, present and future, and the benefit of all contracts, licences, warranties, maintenance contracts and other agreements relating to them and any renewals and replacements of them;
- 3.3.3 **Land Rights:** to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a first fixed charge under paragraph 3.3.1 (*Land*) above, its Land Rights;
- 3.3.4 **Subsidiary Shares:**
 - (a) all of its rights in respect of any Subsidiary Shares; and
 - (b) all of its rights in respect of any Related Rights in relation to any Subsidiary Shares;
- 3.3.5 **Investments:**
 - (a) all of its rights in respect of any Investments; and
 - (b) all of its rights in respect of any Related Rights in relation to any Investments;

- 3.3.6 **Accounts:** all of its rights in respect of any Account, any amount standing to the credit of any such Account and the debt represented by it;
- 3.3.7 **Intellectual Property:** all of its rights in respect of any Intellectual Property;
- 3.3.8 **Book debts etc.:**
 - (a) all of its rights in respect of its Receivables (other than any Intra-Group Receivable);
 - (b) all of its rights in respect of all other moneys due and owing to it (other than any Intra-Group Receivable); and
 - (c) the benefit of all rights in relation to any item under paragraphs a and b above;
- 3.3.9 **Goodwill:** all of its rights in respect of any its goodwill;
- 3.3.10 **Uncalled capital:** all of its rights in respect of any its uncalled capital;
- 3.3.11 **Authorisations:**
 - (a) all of its rights in respect of any Authorisation (statutory or otherwise) held by it in connection with its use of any Security Asset; and
 - (b) all of its rights to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph a above;
- 3.3.12 **Rights:** to the extent not effectively assigned under Clause 3.2 (*Assignments*):
 - (a) all of its rights in respect of any Insurance Policy, including all sums payable thereunder;
 - (b) all of its rights in respect of the Relevant Contracts to which it is a party; and
 - (c) all of its rights in respect of any Intra-Group Receivable owing to it not referred to in paragraph b above; and
- 3.3.13 **Fixed Security Assets:** all other agreements, instruments and rights relating to each Fixed Security Asset referred to above.

3.4 Floating charge

- 3.4.1 **Creation of floating charge:** The Additional Chargors charge by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under Clause 3.1 (*Legal mortgages*), 3.2 (*Assignments*) or 3.3 (*Fixed Charges*).

3.4.2 **Qualifying floating charge:** The floating charge created by paragraph 3.4.1 of this Clause 3.4 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the floating charge created by or under this Deed.

4 Representations

The Additional Chargors make the representations under clause 6 (*Representations*) of the Debenture with reference to the Schedules hereto.

5 Negative pledge and disposals

The Additional Chargors shall not, without the prior consent of the Security Agent:

- 5.1.1 create or agree to create or permit to subsist any Security on any Security Asset other than as created by this Deed or a Permitted Security; or
- 5.1.2 enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset other than a Permitted Disposal, a Permitted Share Issue or a Permitted Transaction.

6 Power of attorney

Each Additional Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of the relevant Additional Chargor to, in its name and otherwise on its behalf, execute, deliver and perfect all deeds, instruments and other documents and to do or cause to be done all acts and things which (i) it is required to execute or do under the terms of this Deed or the Debenture and which it has failed to do within 5 Business Days following a request from the Security Agent to undertake such action or, following the occurrence of a Declared Default, which it has failed to do at any time or (ii) which at any time after a Declared Default may be required or which any attorney may in its absolute discretion deem necessary, in each case, for carrying out any obligation of the relevant Additional Chargor under or pursuant to this Deed or the Debenture or for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or the Debenture or by law. Each Additional Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 6.

7 Notices

Each Additional Chargor confirms that its address details for notices in relation to clause 25 (*Notices*) of the Debenture are as follows:

For the attention of: Jason Carley

Address: 25 Savile Row, London, W1S 2ER, United Kingdom

Email: JCarley@hanoverinv.com

8 Finance Document

This Deed is a Finance Document.

9 Governing Law

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

10 Enforcement

10.1 Jurisdiction

10.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity and termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**").

10.1.2 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.

10.1.3 Notwithstanding Clause 10.1.1 above, 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 a number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1

Land

Part 1

Registered Land

Name of Chargor	Description and address of freehold or leasehold property	Title Number
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None as at the date of this Deed.

Part 2

Unregistered Land

Name of Chargor	Description and address of freehold or leasehold property	Details
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None as at the date of this Deed.

Schedule 2
Subsidiary Shares

Chargor	Share issuer	Number and class of shares
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None as at the date of this Deed.

Schedule 3
Accounts

Chargor	Account Bank	Sort Code	Account number	Account name
eCogra Limited	National Westminster Bank			

Schedule 4
Intellectual Property

Part 1
Trade marks

Chargor	Trade mark/ application no.	Class(es)	Status/details/ registry
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None as at the date of this Deed.

Part 2
Patents

Chargor	Patent/ application no.	Class(es)	Status/details/ registry
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None as at the date of this Deed.

Part 3
Other

Chargor	Details
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None as at the date of this Deed.

Signatories to Security Accession Deed

Additional Chargor

Executed as a deed by **EGAMING COMPLIANCE (HOLDINGS) LIMITED** acting by two directors:

DocuSigned by:
[Redacted Signature]
7526EE1C3133468...
Signature _____ Director

Shaun McCallaghan

print name

DocuSigned by:
[Redacted Signature]
FACAC1EC3DD04FD...
Signature _____ Director

Bradley Khoury

print name

Executed as a deed by **ECOGRA LIMITED** acting by two directors:

DocuSigned by:
[Redacted Signature]
7526EE1C3133468...
Signature _____ Director

Shaun McCallaghan

print name

DocuSigned by:
[Redacted Signature]
FACAC1EC3DD04FD...
Signature _____ Director

Bradley Khoury

print name

Parent

Executed as a deed by **CAYENNE MIDCO LIMITED** acting by two directors:

DocuSigned by:
[Redacted Signature]
7526EE1C3133468...
signature _____ Director

Jason Carley

print name


[Redacted Signature]
signature _____ Director

Giles Smyth

print name

Security Agent

Signed by INVESTEC BANK PLC

DocuSigned by


Authorised Signatory

DocuSigned by


Authorised Signatory