



Registration of a Charge

Company Name: **DAYINSURE.COM LIMITED**

Company Number: **04996289**



XA7KX1WR

Received for filing in Electronic Format on the: **28/06/2021**

Details of Charge

Date of creation: **21/06/2021**

Charge code: **0499 6289 0001**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **NONE.**

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4996289

Charge code: 0499 6289 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2021 and created by DAYINSURE.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2021 .

Given at Companies House, Cardiff on 29th June 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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 21 June 2021

BETWEEN:

- (1) Dayinsure.com Limited (a company incorporated in England and Wales with registered number 04996289) (the "**New Chargor**"); and
- (1) GLAS Trust Corporation Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 20 April 2021 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New 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

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

The New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 2 (Property) of the Debenture); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 3.1(a) (Fixed Charges) of the Debenture) in the Property;
- (ii) all Subsidiary Shares (including as specified in Schedule 3 (Subsidiary Shares) of the Debenture);
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Intellectual Property (including as specified in schedule 7 (Intellectual Property) of the Debenture);
- (vii) its goodwill and uncalled capital;
- (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment) of the Debenture:
 - (A) the Assigned Agreements; and
 - (B) the Insurances.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in Schedule 5 (Assigned Agreements (Contracts)) of the Debenture); and
- (b) the Insurances (including as specified in schedule 6 (Insurance Policies)),

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Chargor re-assign the relevant rights, title and interest in the assigned assets to the New Chargor (or as it shall direct).

2.5 Fixed Security

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

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

- Address: Mara House Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire, CW6 9UY
- Phone No.: 01829 731776
- Email: sara.kegan@dayinsure.com
- Attention: Sara Kegan

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

Security Agent

Signed for and on behalf of GLAS)	
TRUST CORPORATION LIMITED:)
)
)	Name:

Notice Details

Address:

Facsimile:


Attention:

Dayinsure

Dayinsure.com Limited Ashurst LLP on behalf of all parties


Executed as a deed by ~~Dayinsure~~ acting
by:

Director

DocuSigned by:

B474DA7184774BF...

Caspar warre

Director

DocuSigned by:

23D5D499E0B442C...

Shaun Hooper

Notice Details

Address:

Facsimile:

Attention: