



Registration of a Charge

Company Name: **FIXNETIX LIMITED**

Company Number: **05460456**



Received for filing in Electronic Format on the: **01/06/2021**

XA5Q317T

Details of Charge

Date of creation: **28/05/2021**

Charge code: **0546 0456 0008**

Persons entitled: **ANTARES CAPITAL LP (AS COLLATERAL AGENT)**

Brief description: **NOT APPLICABLE**

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: **ALEXANDER LAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5460456

Charge code: 0546 0456 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2021 and created by FIXNETIX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2021 .

Given at Companies House, Cardiff on 2nd 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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Alexander Law
Name: Alexander Law
Title: Solicitor
Date: 28 May 2021

AGREED FORM

Security Accession Deed

This Security Accession Deed is made on 28 May 2021

Between:

- (1) **FIXNETIX LIMITED**, a company incorporated under the laws of England and Wales with registered number 05460456 (the "**New Chargor**");
- (3) **INTEGRA UK MIDCO 1 LIMITED** for itself and as agent for and on behalf of each of the existing Chargors ("**Parent**"); and
- (4) **ANTARES CAPITAL LP** as collateral agent for itself and the other Secured Parties (the "**Collateral Agent**").

Recital:

This deed is supplemental to a Debenture dated 27 December 2019 between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (the "**Debenture**").

Now this deed witnesses as follows:

1. Interpretation

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.8 (*Implied Covenants for Title*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses 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

Subject to any limits on its liability specified in the Loan Documents, the New Chargor covenants as primary obligor and not only as surety with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge the Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on the written demand of the Collateral Agent).

2.3 Fixed Security

Subject to Clause 3.6 (*Excluded Assets*) of the Debenture, the New Chargor, as continuing security for the payment of the Obligations, charges in favour of the

Collateral 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 Shares and all corresponding Related Rights;
- (b) the Bank Accounts; and
- (c) if not effectively assigned by Clause 2.4 (*Assignment*) below, all of its rights, title and interest from time to time in (and claims under) the Assigned Agreements and all Related Rights.

2.4 Assignment

Subject to Clause 3.6 (*Excluded Assets*) of the Debenture and as continuing security for the payment of the Obligations, the New Chargor assigns absolutely by way of security with full title guarantee to the Collateral Agent all its right, title and interest from time to time in and to (and claims under) the Assigned Agreements and all Related Rights, provided that on payment and discharge in full of the Obligations the Collateral Agent will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct).

2.5 Floating Charge

- (a) Subject to Clause 3.6 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Obligations, the New Chargor charges with full title guarantee in favour of the Collateral 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 including those not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.5.

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 Debenture.

4. Representations and warranties

The representations and warranties set out in Clause 4.1 (*General*) of the Debenture are repeated in full by the New Chargor by reference to the facts and circumstances existing on the date of this deed.

5. Negative Pledge

The New Chargor undertakes that it will not, and the New Chargor will ensure that none of its Subsidiaries will, 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 Loan Documents (save, in each case where Required Creditor Consent has been obtained).

6. Construction of Debenture

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

7. Failure to execute

Failure by one or more parties (“**Non Signatories**”) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

8. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall 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 any non-contractual obligations arising out of or in connection with it).

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

Schedule to Security Accession Deed
Shares

None at the date of this Security Accession Deed.

Signatories to Security Accession Deed

Parent

**Executed as a Deed by
INTEGRA UK MIDCO 1 LIMITED
acting by a director:**

REDACTED

Director

REDACTED

Witness

Name: *Lily Bauer*

Address: **REDACTED**

Occupation: *Model/actress*

The New Chargor

Executed as a Deed by
FIXNETIX LIMITED
acting by a director:

REDACTED

Director

REDACTED

Witness

Name: *Lily Bauer*

Address: **REDACTED**

Occupation: *Model/actress*

Notice Details

Address: Options Technology Ltd., Linen Loft, 27-37 Adelaide Street, Belfast, BT2 8FE
Tel: +44 20 7070 5001
Email: kieran.oconnor@options-it.com
Attention: Kieran O'Connor

The Collateral Agent

Signed for and on behalf of
ANTARES CAPITAL LP
acting by:

↓ **REDACTED**
↓

as Authorised Signatory

Notice Details

Address: 280 Park Avenue, West 22nd Floor, New York, NY, 10017
Tel: (646) 880-5171
Email: thomas.archer@antares.com
Attention: Tom Archer