



**Registration of a Charge**

Company Name: **SAGACITY SOLUTIONS LTD**

Company Number: **05526751**



XA4QVOU8

Received for filing in Electronic Format on the: **18/05/2021**

**Details of Charge**

Date of creation: **14/05/2021**

Charge code: **0552 6751 0001**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY TRUSTEE AND SECURITY AGENT FOR THE SECURED PARTIES**

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: **ADDLESHAW GODDARD LLP**



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

Company number: 5526751

Charge code: 0552 6751 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2021 and created by SAGACITY SOLUTIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2021 .

Given at Companies House, Cardiff on 19th May 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**

**DATED** 14 May **2021**

**SAGACITY SOLUTIONS LTD**  
**WILMINGTON TRUST (LONDON) LIMITED**

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**SECURITY DEED OF ACCESSION**

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**This Deed** is dated 14 May 2021

**Between**

- (1) **Sagacity Solutions Ltd** registered in England and Wales with company number 05526751 (**Additional Chargor**); and
- (2) **Wilmington Trust (London) Limited** as security trustee and security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (**Security Agent**, which expression shall include any person for the time being appointed as security agent or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

**Whereas**

- (A) The Additional Chargor is a Subsidiary of Midco.
- (A) Midco and others have entered into a debenture dated 14 May 2021 (**Debenture**) between Midco under and as defined in the Debenture and the Security Agent.
- (B) The Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- (C) The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents.

**It is agreed**

**1 Definitions and interpretation**

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

**2 Accession and covenant to pay**

2.1 With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of clause 8 (Negative Pledge and Disposals) of the Debenture.

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties including any liabilities in respect of any further advances made, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). The Additional Chargor shall pay to the Security Agent when due and

payable every sum at any time owing, due or incurred by the Additional Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

### **3 Grant of Security**

#### **3.1 Fixed Security**

The Additional Chargor hereby charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 1 (Details of Material Real Property), shall be a charge by way of legal mortgage) all such Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- (a) all interests and estates in the Material Real Property now or subsequently owned by it;
- (b) the benefit of all agreements, instruments and rights relating to its Charged Property;
- (c) the Tangible Moveable Property present and future, and the benefit of all contracts, licences, warranties, maintenance contracts relating to it and any renewals and replacements of them;
- (d) the Accounts;
- (e) the Charged Intellectual Property;
- (f) any goodwill and rights in relation to the uncalled capital of the Additional Chargor;
- (g) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (h) the Investments and all Related Rights;
- (i) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (j) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights.

### **4 Assignments**

The Additional Chargor hereby assigns with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any

necessary consent to that assignment from any third party and without prejudice to the Additional Chargor's obligations under clause 7.3 (Consent of third parties) of the Debenture, in each case both present and future:

- (i) the proceeds of any Insurance Policy;
- (ii) all rights and claims in relation to any Assigned Account;
- (iii) each of the Specific Contracts; and
- (iv) each and every sum from time to time paid or payable by any member of the Group for the time being to a Chargor,

and, in each case, all Related Rights.

## **5 Floating charge**

- (a) The Additional Chargor hereby charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets not effectively charged by way of fixed charge under this Debenture.
- (b) The floating charge created by this clause 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this clause 5.

## **6 Land Registry Restriction**

The Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of Wilmington Trust (London) Limited of Third Floor, 1 King's Arms Yard, London, EC2R 7AF referred to in the charges register."

## **7 Miscellaneous**

### **7.1 Construction of Debenture**

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

### **7.2 References in Debenture**

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and:

- (a) all references in the Debenture to Schedule 1 (Details of Material Real Property) (or any part of it) will include a reference to Schedule 1 (Details of Material Real Property) to this Deed (or relevant part of it);
- (b) all references in the Debenture to Schedule 2 (Details of Intellectual Property) (or any part of it) will include a reference to Schedule 2 (Details of Intellectual Property) to this Deed (or relevant part of it); and
- (c) all references in the Debenture to Schedule 3 (Details of Shares) (or any part of it) will include a reference to Schedule 3 (Details of Shares) to this Deed (or relevant part of it).

## **8 Governing law**

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

## **9 Jurisdiction**

- 9.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (**Dispute**).
- 9.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.
- 9.3 Notwithstanding clause 9.1, 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.

## **10 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor:

- (a) irrevocably appoints Midco as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed and any Finance Document; and
- (b) agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned.

## **11 Counterparts**

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

**In witness** whereof this Deed has been duly executed on the date first above written.

**Schedule 1****Details of material real property****Part 1 - Registered Land**

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry) is registered as the proprietor at the Land Registry)

<b>Chargor</b>	<b>County and District/ London Borough</b>	<b>Description Property</b>	<b>of</b>	<b>Title Number</b>
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None as at the date of this deed.

**Part 2 - Unregistered Land**

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

**The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:**

<b>Chargor</b>	<b>County and District/ London Borough</b>	<b>Description Property</b>	<b>of</b>	<b>Title Number</b>
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None as at the date of this deed.



**Schedule 2**

**Details of Intellectual Property**

None as at the date of this deed.

**Schedule 3****Details of Shares**

<b>Chargor</b>	<b>Name of Company in which Shares are held</b>	<b>Class of Shares</b>	<b>Number of Shares held</b>	<b>of Issued Capital</b>	<b>Share</b>
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None as at the date of this deed.

**SIGNATURES TO SECURITY DEED OF ACCESSION**

**The Additional Chargor**

Executed as a deed by  
**Sagacity Solutions Ltd**  
acting by two directors

) .....  
) Director  
) .....  
) Director

DocuSigned by:  
[Redacted Signature]

GD9F93DE3BBE437...

DocuSigned by:  
[Redacted Signature]

D3D53D5BF1A64DD...

**The Security Agent**

**Wilmington Trust (London) Limited**  
By:

) .....  
) .....

**SIGNATURES TO SECURITY DEED OF ACCESSION**

**The Additional Chargor**

Executed as a deed by

**Sagacity Solutions Ltd**

acting by two directors

) .....  
) Director  
) .....  
) Director

**The Security Agent**

**Wilmington Trust (London) Limited**

By:

) .....  
) ..... 