



Registration of a Charge

Company Name: **CABOT FINANCIAL LIMITED**

Company Number: **05714535**



XCXXFY8G

Received for filing in Electronic Format on the: **29/02/2024**

Details of Charge

Date of creation: **29/02/2024**

Charge code: **0571 4535 0014**

Persons entitled: **TRUIST BANK**

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: **LANA AHERN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5714535

Charge code: 0571 4535 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th February 2024 and created by CABOT FINANCIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th February 2024 .

Given at Companies House, Cardiff on 3rd March 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 DEED OF CHARGE

**SUPPLEMENTAL TO A DEBENTURE DATED
20 SEPTEMBER 2012 (AS PREVIOUSLY SUPPLEMENTED FROM
TIME TO TIME)**

dated

29 February 2024

by

CABOT FINANCIAL LIMITED

as Chargor

and

TRUIST BANK
as Security Agent

**Baker
McKenzie.**

Baker & McKenzie LLP
280 Bishopsgate
London EC2M 4RB
United Kingdom
www.bakermckenzie.com

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Supplemental Deed of Charge

This Deed (the "Supplemental Charge") is made by way of deed on 29 February 2024

Between

Cabot Financial Limited, a private limited company incorporated under the laws of England and Wales and registered under number 5714535 having its registered address at 1 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA (the "**Chargor**"); and

Truist Bank, as trustee for each of the Secured Parties (as defined in the Intercreditor Agreement (defined below)) on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**") which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement.

Recitals

- A. By virtue of the Original Security Document (as defined below) the Chargor created security over the Charged Assets in respect of the Secured Obligations (each as defined in the Original Security Document).
- B. The Chargor enters into this Supplemental Charge, which is supplemental to the Original Security Documents, in connection with the Intercreditor Agreement.
- C. The Chargor wishes to confirm the existing security created pursuant to the Original Security Document.
- D. This Supplemental Charge is supplemental to the Original Security Document.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Supplemental Charge:

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Document and any such obligations arising under or in relation to Future Transactions.

"Facility Agreement" means the facility agreement originally dated 20 September 2012 between, among others, the Chargor and the Security Agent (as amended on 25 April 2013, as amended and restated on 28 June 2013, as amended on 25 July 2014, as amended and restated on 5 February 2015, as amended and restated on 11 November 2015, as amended on 6 June 2016, as amended on 6 October 2016, as amended and restated on 31 March 2017, as amended and restated on 12 December 2017, as amended and restated on 5 November 2018, as amended and restated on 15 November 2019 and as amended and restated pursuant to an amendment and restatement agreement dated 1 September 2020 and as amended and restated by an amendment and restatement agreement dated 5 August 2021 and as amended and restated by an amendment and restatement agreement dated 29 March 2022 as amended by an amendment letter dated 9 November 2022, as amended by an amendment letter dated 11 May 2023 and as amended and restated by an amendment and restatement agreement dated 15 September 2023.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clauses 3.2 (*Fixed Charges*) and 3.3 (*Assignments*).

"Future Transaction" means any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension of the term of, or addition to any of the Transaction Documents and/or any financings or amount contemplated by or made

available under or in accordance with any of the Transaction Documents for any purpose including in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing financings; refinancing any other indebtedness; making financing available to new borrowers; any other variation or extension of the purposes for which any such financing or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

"Intercreditor Agreement" has the meaning given to such term in the Facility Agreement.

"Original Security Document" means the debenture dated 20 September 2012 between, amongst others, the Chargor and the Security Agent as confirmed on 8 February 2014 and as supplemented by supplemental deeds of charge dated 5 February 2015, 1 June 2015, 11 November 2015, 6 October 2016, 13 December 2017, 2 February 2018 and 18 July 2018, 14 June 2019, 24 September 2020, 23 November 2020, 21 December 2020, 1 June 2021 and 16 October 2023.

"Original Security" means the security created under the Original Security Document.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Security Document, Intercreditor Agreement, the Facility Agreement or in any other Finance Document or has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge.

1.3 Construction

- (a) The rules of construction set out in clause 1.3(a) of the Original Security Document shall apply to the construction of this Supplemental Charge.
- (b) In this Supplemental Charge any reference to the **"Security Agent"**, the **"Obligors' Agent"**, the **"Chargor"**, the **"Finance Parties"**, the **"Agent"** or the **"Secured Parties"** shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and any permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent under the Intercreditor Agreement.
- (c) From the date hereof the Original Security Document shall be read and construed as one document with this Supplemental Charge.
- (d) References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge.

1.4 Third Party Rights

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge.

1.5 Effect as a deed

This Supplemental Charge shall take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. Confirmation of existing security

For the avoidance of doubt, the Chargor confirms for the benefit of the Secured Parties that with effect from the date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Debt Documents.

3. Supplemental security

3.1 Consent for Fixed Security

The Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

3.2 Fixed Charges

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of existing security*) and without prejudice but subject only to the Original Security, the Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of this Supplemental Charge shall be a charge by way of legal mortgage), all of its rights, title and interest from time to time in and to:

- (a) all its Real Property (other than the Excluded Real Property);
- (b) all its Tangible Moveable Property;
- (c) all its Accounts (except for the Control Accounts);
- (d) any contract or agreement to which the Chargor is a party (except for the Intercompany Loan Agreements) (including any Hedging Agreement);
- (e) all its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Charge);
- (f) all its Investments and all dividends, interest and other monies payable in respect of those Investments;
- (g) all its Shares and all dividends, interest and other monies payable in respect of those Shares;
- (h) all its Intellectual Property;
- (i) any goodwill, rights and claims in relation to the uncalled capital of the Chargor; and
- (j) (to the extent not validly and effectively assigned pursuant to Clause 3.3 (*Assignments*)), all of its rights, title and interest from time to time in and to each Control Account, each Intercompany Loan Agreement and each Insurance Policy of the Chargor;

in each case together with all Related Rights (in the case of any Shares or Investments, whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

3.3 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of existing security*) and without prejudice but subject only to the Original Security, the Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all of its rights, claims, title and interest from time to time in and to each of the following assets:

- (a) each of its Control Accounts;
- (b) each of its Intercompany Loan Agreements; and
- (c) the proceeds of each of its Insurance Policies, in each case together with all Related Rights.

3.4 Floating Charge

- (a) In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of existing security*) and without prejudice but subject only to the Original Security, the Chargor with full title guarantee charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor.
- (b) The floating charge created by sub-clause 3.4(a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Chargor under the Primary Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Amended Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.4 (*Floating Charge*).

3.5 Exclusions

(i) Any assets, contracts, agreements, claims and rights and any (ii) dividends, interest and other monies payable in respect thereof, and which are in each case governed by, expressed to be governed by and/or are subject to Luxembourg law (and in particular, the assets, claims, rights and monies which are subject to the security interests granted or to be granted (as the case may be) under the existing Luxembourg law pledge agreements or any future Luxembourg law pledge agreement(s)), shall be excluded from the scope of, and shall not be subject to, the Fixed Security, the fixed charge(s), the assignment(s) and the floating charge(s) created and/or granted under and pursuant to both the Original Security Document and this Supplemental Charge.

4. Miscellaneous

4.1 Incorporation of terms – Original Security Document

The provisions of clauses 1.8 (*Present and future assets*), 1.9 (*Real Property*), 1.10 (*Separate Security*), 1.11 (*Security Agent assumes no obligation*), 2 (*Covenant to pay*), 5.2 (*Crystallisation: by notice*), 5.3 (*Crystallisation: automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension of Powers and Rights of Appropriation*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receivers*), 17 (*Application of Monies*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Prior Security Interests*), 22 (*Subsequent*

Security Interests), 23 (*Suspense Accounts*), 24 (*Release of Security*), 25 (*Set-off*), 26 (*Assignment*), 27 (*Notices*), 28 (*Discretion and Delegation*), and 30 (*Jurisdiction*) (and including Schedule 4 (*Form of Legal Charge*), Schedule 5 (*Form of Notice of Security to Account Bank*), Schedule 6 (*Form of Notice of Assignment of Intercompany Loan Agreement*), Schedule 7 (*Form of Notice of Assignment of Servicing Agreement*), Schedule 8 (*Form of Notice of Assignment of Insurance Policy*) and Schedule 9 (*Form of Security Accession Deed*)) of the Original Security Document are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to:

- (a) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (b) "**this Debenture**" are references to this Supplemental Charge; and
- (c) in respect of clause 1.10 (*Separate Security*) of the Original Security Document only, so that the reference to "Clauses 4.1 (*Mortgage of Real Property*) to 4.14 (*Assignment of Insurance Policies*)" is a reference to "Clauses 3.2(a) to 3.2(j)".

4.2 Original Security Document

Except insofar as supplemented by this Supplemental Charge the Original Security Document shall remain in full force and effect.

4.3 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge.

4.4 Counterparts

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Charge.

4.5 Governing law

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

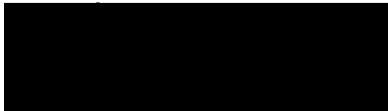
THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered on the date specified above.

The Chargor
EXECUTED AS A DEED by
CABOT FINANCIAL LIMITED

acting by:

in the presence of:

By:



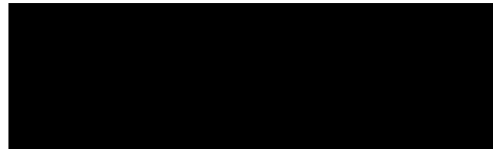
Name:

JOHN YUNG

Title:

DIRECTOR

By:



Name of
witness:

Jennifer Wheat

Address of
witness:



Occupation of
witness:

Executive Assistant

SIGNED for an on behalf of
TRUIST BANK

By:



Name: Madison Waterfield

Title: Vice President