



Registration of a Charge

Company Name: **UNIQUE PROFILE LIMITED**

Company Number: **06376729**



XBBKDARU

Received for filing in Electronic Format on the: **31/08/2022**

Details of Charge

Date of creation: **25/08/2022**

Charge code: **0637 6729 0003**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description:

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: **PREMA GOVIND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6376729

Charge code: 0637 6729 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2022 and created by UNIQUE PROFILE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2022 .

Given at Companies House, Cardiff on 2nd September 2022

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 25 August 2022

BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (*Additional Chargors*) (each an “**Additional Chargor**” and together, the “**Additional Chargors**”);
- (2) **AUXEY BIDCO LIMITED**, a company incorporated in England and Wales with registered number 11347510 (the “**Company**”); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 14 June 2018 between, amongst others, the Parent, 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 shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) 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 ADDITIONAL CHARGORS

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

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, each Additional Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

Each Additional Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security 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) all of its Shares and all corresponding Related Rights;
- (b) all of its Other Debts and all rights against third parties in respect of those Other Debts;
- (c) all monies standing to the credit of the Material Bank Accounts and all of its rights, title and interest in relation to those accounts; and
- (d) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interests in (and claims under) the Assigned Agreements.

2.4 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, each Additional Chargor to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security Assignment*), charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all of its present and future assets, undertakings and rights.
- (b) The floating charge created by each Additional Chargor pursuant to paragraph (a) above is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed and the Security Agent may at any time after an Acceleration Event which is continuing appoint an administrator of each Additional Chargor pursuant to that paragraph.

2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Additional Chargor assigns absolutely with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements, provided that on payment and discharge in full of the Secured Obligations the Security Agent will re-assign the Assigned Agreements to each Additional Chargor (or as it shall direct) without delay and in a manner satisfactory to each Additional Chargor (acting reasonably). Subject to Clause 6.3 (*Assigned Agreements*) of the Debenture, until the occurrence of an Acceleration Event each Additional Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3 CONSENT OF EXISTING CHARGORS

The Company agrees on behalf of the existing Chargors to the terms of this deed and agrees 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 CONSTRUCTION OF DEBENTURE

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.

5 GOVERNING LAW AND JURISDICTION

- 5.1** 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.
- 5.2** 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, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). 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.
- 5.3** The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

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

SCHEDULE 1

THE ADDITIONAL CHARGORS

Name of Chargor	Registered Office	Company number
The Up Group Limited	30th Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP	06376612
Unique Profile Limited	30th Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP	06376729

SCHEDULE 2

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Unique Profile Limited	The Up Group Limited	100 A ordinary shares of £1.00 each

SCHEDULE 3

BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
The Up Group Limited	HSBC Bank PLC, 26 Broad Street, Reading, RG1 2BU	██████████	██████

SIGNATORIES TO SECURITY ACCESSION DEED

THE ADDITIONAL CHARGORS

EXECUTED as a DEED by
THE UP GROUP

Director:
Name:

Witness:

Name:

Address:

Occupation:

ELIZABETH WHITTAKER

ACCOUNTANT

EXECUTED as a DEED by

UNIQUE PROFILE LISTED acting by:

Director:

Name:

Witness:

Name:

Address:

Occupation:

[REDACTED]

[REDACTED]

ELIZABETH WITTAKER

[REDACTED]

ACCOUNTANT

THE COMPANY

EXECUTED as a **DEED** by

AUXEY BIDCO LIMITED acting by:

Director:

Name:

Witness:

Name:

Address:

Occupation:

[Redacted]

[Redacted]

ELIZABETH WHITTAKER

[Redacted]

ACCOUNTANT

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

Authorised Signatory:

Daisuke Takekawa
Authorised Signatory

Witness:

Name:

Peter Levine

Address:

Occupation:

HSBC Bank Plc
8 Canada Square
London
E14 5HQ