



Registration of a Charge

Company name: **EVIDENT LEGAL LIMITED**

Company number: **07422740**



X65M266O

Received for Electronic Filing: **02/05/2017**

Details of Charge

Date of creation: **28/04/2017**

Charge code: **0742 2740 0001**

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

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:

JAMES SIMMONS, CMS CAMERON MCKENNA LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7422740

Charge code: 0742 2740 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2017 and created by EVIDENT LEGAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2017 .

Given at Companies House, Cardiff on 3rd May 2017

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**

Accession Deed

THIS ACCESSION DEED is made on the 28th day of April 2017

BETWEEN:

- (1) **EVIDENT LEGAL LIMITED** (registered in England and Wales under number 07422740) (the “Additional Chargor”);
- (2) **UKLS ACQUISITIONS LIMITED**, (registered in England and Wales under number 09117397) (the “Company”); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as trustee for the Secured Parties (the “Security Agent”).

WHEREAS:

- (A) This Deed is supplemental to a debenture (the “Debenture”) dated 23 July 2014 (as may be supplemented, amended or restated from time to time) between, inter alios, the Company and the Security Agent.
- (B) The Additional Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Debenture, all of its property, undertaking and assets to secure the Secured Liabilities (as defined in the Debenture), and to accede to the Debenture.

1. DEFINITIONS AND INTERPRETATION

Words and phrases defined in the Debenture and principles of interpretation provided for in the Debenture shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) to this Deed.

2. ACCESSION BY THE ADDITIONAL CHARGOR TO THE DEBENTURE

- 2.1 The Additional Chargor agrees to be bound by the terms of the Debenture and to perform all its obligations (whether as Chargor or otherwise) under the Debenture (including for the avoidance of doubt, any guarantee obligations thereunder) with effect from the date of this Deed as if it had been an original party to the Debenture.
- 2.2 All the provisions of the Debenture shall apply to this Deed and, subject to Clauses 3 hereof, the security hereby constituted as if incorporated herein in full (*mutatis mutandis*) and the same shall be construed accordingly with the intent and effect that all the rights, obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the Debenture shall apply hereto and to the security hereby constituted as if expressly set out herein and references to the “Deed” and abbreviated references to the same by words such as “hereof”, “hereunder”, “hereto” or “herein”, shall be read and construed accordingly.
- 2.3 The definition of “Secured Assets” and each part thereof contained in the Debenture, shall for the avoidance of doubt, include all or the relevant part, of the rights, property, assets and undertaking mortgaged or charged as the case may be pursuant to Clause 3 of this Deed.
- 2.4 The Additional Chargor covenants with the Security Agent that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with their respective terms.

- 2.5 The Company (on behalf of itself and the other members of the Group which are parties to the Debenture) hereby agrees to the Additional Chargor's accession to the Debenture.

3. SECURITY

General

- 3.1 All the Security created under this Deed:

- 3.1.1 is created in favour of the Security Agent as trustee for the Secured Parties;
- 3.1.2 is security for the payment, discharge or performance of all the Secured Liabilities; and
- 3.1.3 is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- 3.2 If the Additional Chargor assigns its rights under an agreement or charges those rights by way of first fixed charge (for the avoidance of doubt, in relation to the Contracts, only those Contracts listed in Schedule 5 hereto) under this Deed and that assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

- 3.2.1 the Additional Chargor shall notify the Security Agent promptly;
- 3.2.2 if the relevant asset is material, as agreed by the Additional Chargor and the Security Agent (each acting reasonably), the Additional Chargor shall, and each other Chargor shall ensure that the Additional Chargor will, use all reasonable endeavours (without requiring the payment of unreasonable additional costs in relation to any third party in providing consent) to obtain the consent of the relevant party to rights under that agreement being secured in accordance with this Deed;
- 3.2.3 until the consent is obtained, this Deed will secure all amounts of any nature which the Additional Chargor may now or in future receive under or in connection with that agreement but exclude rights under the agreement itself; and
- 3.2.4 the Additional Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it.

Land

- 3.3 The Additional Chargor charges:

- 3.3.1 by way of a first legal mortgage, all the Mortgaged Property and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use Mortgaged Property; and
- 3.3.2 (to the extent that they are not the subject of a mortgage under Clause 3.3.1 above) by way of first fixed charge, all the Real Property (other than any Real Property whilst it is Floating Charge Leasehold Property) and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use Real Property (other than any Real Property whilst it is Floating Charge Leasehold Property).

Investments

- 3.4 The Additional Chargor charges by way of a first fixed charge all the Shares and Distributions, excluding any shares held in Secure Home Purchase Limited.

Chattels

- 3.5 The Additional Chargor charges by way of a fixed charge all the Chattels owned by it and its interest in any Chattels in its possession.

Accounts

- 3.6 The Additional Chargor charges by way of security a first fixed charge all of its rights and interest in and to the Fixed Charge Accounts.

Monetary Claims

- 3.7 The Additional Chargor charges by way of a fixed charge all the Monetary Claims.

Contracts

- 3.8 The Additional Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 18 (*Discharge of Security*) of the Debenture, all its rights in respect of the Contracts provided that if any of those rights are not effectively assigned by this sub-clause, the assignment shall instead operate as an assignment of all sums, of any nature, which the Additional Chargor may derive from or be awarded or entitled to in respect of those rights whether by way of charges, compensation, remuneration, profit, rent or income or otherwise and that on payment or discharge in full of the Secured Liabilities (in the opinion of the Security Agent) the Security Agent will at the cost of the Additional Chargor re-assign the relevant rights, title and interest in the Contracts to the Additional Chargor.

Insurances

- 3.9 The Additional Chargor assigns absolutely, by way of security, all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts, subject to reassignment by the Security Agent in accordance with Clause 18 (*Discharge of Security*) of the Debenture.
- 3.10 If any amount or right is not effectively assigned under Clause 3.9 above, the Additional Chargor charges by way of a first fixed charge the relevant amounts and rights described in Clause 3.9 above.

Intellectual Property

- 3.11 The Additional Chargor charges by way of fixed charge all its rights in its Intellectual Property.

Miscellaneous

- 3.12 The Additional Chargor charges by way of fixed charge:
- 3.12.1 any beneficial interest, claim or entitlement it has in any pension fund;
 - 3.12.2 all rights to recover any Taxes on any supplies made to it relating to any Secured Asset and any sums so recovered;
 - 3.12.3 its goodwill and uncalled capital; and
 - 3.12.4 the benefit of any Authorisation held in connection with its business or use of any Secured Asset and the right to recover and receive compensation or any other sum payable in relation to any Authorisation.

Floating Charge

- 3.13 The Additional Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Deed.
- 3.14 The floating charge created by Clause 3.13 above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Crystallisation

- 3.15 The Security Agent may at any time by notice in writing to the Additional Chargor convert any floating charge created by the Additional Chargor pursuant to Clause 3.13 (*Floating charge*) above into a fixed charge with immediate effect as regards any property or assets specified in the notice if:
- 3.15.1 an Event of Default has occurred which is continuing; or
 - 3.15.2 the Security Agent reasonably considers any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - 3.15.3 the Security Agent reasonably considers that it is necessary in order to protect the priority of its Security.
- 3.16 Notwithstanding Clause 3.15 above and without prejudice to any rule of law which may have a similar effect, the floating charge created by Clause 3.13 (*Floating charge*) will automatically and immediately (without notice) convert into a fixed charge over all the Additional Chargors' assets if:
- 3.16.1 the Additional Chargor creates or attempts to create any Security over any of the Secured Assets otherwise than in accordance with the terms of the Facilities Agreement;
 - 3.16.2 any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets save pursuant to Permitted Security under the Facilities Agreement;
 - 3.16.3 an administrator is appointed in respect of the Additional Chargor or a person entitled to appoint an administrator in respect of the Additional Chargor gives notice of its intention to do so or files a notice of appointment with a court; or
 - 3.16.4 any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or insolvent re-organisation of the Additional Chargor or a solvent re-organisation which is not permitted by the Finance Documents, other than a winding-up petition which is frivolous or vexatious or it is discharged, stayed or dismissed within 15 Business Days of commencement.
- 3.17 The floating charge created by Clause 3.13 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000.

Reconversion

- 3.18 Where the floating charge created by Clause 3.13 (*Floating Charge*) crystallised under Clause 4.15 (*Crystallisation*), it may (at the Security Agent's absolute discretion) be reconverted into a floating charge by written notice given at any time by the Security Agent to the Additional Chargor, in respect of the Secured Assets specified in such notice.

4. FURTHER ADVANCES

- 4.1 For the purposes of section 94(i) of the LPA and section 49(3) of the Land Registration Act 2002, the Security Agent confirms on behalf of the Lenders that the Lenders will comply with their obligations to make further advances under the Facilities Agreement subject to the terms of the Finance Documents.
- 4.2 The Additional Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"The lenders under a facilities agreement dated [●] between, amongst others, [*insert name of borrower*], [*insert name of the Agent*] as agent and [*insert name of the Security Agent*] as security agent are under an obligation (subject to the terms of that facilities agreement) to [*insert name of borrower*] to make further advances and the legal mortgage referred to in the charges register dated [●] in favour of [*insert name of Security Agent*] (as trustee for the secured parties referred to in that debenture) secures those further advances."

5. POWER OF ATTORNEY

- 5.1 The Additional Chargor, by way of security for the performance of its obligations under this Deed, irrevocably and severally appoints the Security Agent, each Receiver and each of their respective Delegates and sub delegates to be its attorney (with full power of substitution and delegation) and in its name, on its behalf and as its act and deed to:
- 5.1.1 execute, deliver and perfect a Legal Mortgage over any Real Property (other than any Real Property whilst it is Floating Charge Leasehold Property) not already the subject of a registrable Legal Mortgage to the extent that the Additional Chargor is obliged to undertake such acts by this Deed but has not done so within a reasonable time after having been given a written request by the Security Agent to do so;
- 5.1.2 execute, deliver and perfect all other documents, deeds and agreements and do all such things which the attorney may consider to be required or necessary for:
- (a) carrying out any obligation imposed on the Additional Chargor by this Deed or any agreement binding on the Additional Chargor to which the Security Agent is a party (including, but not limited to, the execution and delivery of any charges, assignments or other security and any transfers of the Secured Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Secured Assets) and that the Additional Chargor is obliged to undertake under the terms of this Deed but has not done within a reasonable time; and
- (b) enabling the Security Agent and any Receiver to exercise any of the rights, powers and authorities conferred on them pursuant to this Deed or by law (including, after the Security constituted by this Deed has become enforceable as provided in Clause 13 (*Enforcement*) of the Debenture, the exercise of any right

of a legal or beneficial owner of the Secured Assets or any part of the Secured Assets).

- 5.2 The Additional Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.
- 5.3 The Additional Chargor covenants (for the purpose of the irrevocable nature of the power of attorney granted in this Clause 5 (*Power of Attorney*)) with each Receiver appointed under this Deed, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on behalf of the Additional Chargor.

6. FURTHER ASSURANCES

- 6.1 Subject to the Agreed Security Principles, the Additional Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)), subject to the Agreed Security Principles:

- 6.1.1 to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;
- 6.1.2 to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents;

7. COUNTERPARTS

This Deed 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 Deed.

8. GOVERNING LAW

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

This Deed is executed as a deed by the Additional Chargor and is signed for and on behalf of the Security Agent and is delivered and takes effect on the date at the beginning of this Deed.

SCHEDULE 1

THE CHARGORS

Name	Company Number	Address	Jurisdiction of Incorporation (if not England and Wales)
Evident Legal Limited	07422740	Grant Hall, Parsons Green, St Ives, Cambridgeshire PE27 4AA	

SCHEDULE 2

MORTGAGED PROPERTY

Part 1

Registered Land

Part 2

Unregistered Land

SCHEDULE 3

INITIAL SHARES

Name of owning Chargor	Name of Subsidiary or other company	Compan y Number	Number and Class of Shares (and where held by nominees, names of nominees)
-----------------------------------	--	--------------------------------	---

SCHEDULE 4

ACCOUNT DETAILS

Part 1

Fixed Charge Accounts

Part 2

Other Accounts

Name of Account Bank	Name of Account Holder	Account Number	Currency
-----------------------------	-------------------------------	---------------------------	-----------------

SCHEDULE 5

CONTRACTS

SCHEDULE 6

INSURANCE POLICIES

Policyholder's name	Policy number	Insurer's name and address	Insurer's jurisdiction of incorporation	Policy expiry date

SCHEDULE 7

INTELLECTUAL PROPERTY RIGHTS

Trade Marks

Registered number / application number	Trade mark	Filing Date	Registration Date	Classes	Place of Registration	Expiry / renewal date

Domain Names

Domain Name	Registrant

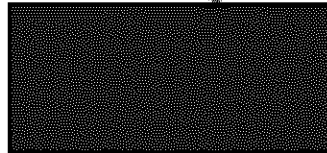
EXECUTION PAGE TO ACCESSION DEED

THE ADDITIONAL CHARGOR

Executed as a deed by
EVIDENT LEGAL LIMITED
on being signed by:

in the presence of:

)
)
)
)
)



Director

Signature of witness:

Name: *F. KANEYAN*

Address:

Occupation: *CHARTERED ACCOUNTANT*

THE COMPANY

Executed as a deed by
UKLS ACQUISITIONS LIMITED
on being signed by:

in the presence of:

)
)
)
)
)



Director

Signature of witness:

Name: *F. KANEYAN*

Address:

Occupation: *CHARTERED ACCOUNTANT*

SECURITY AGENT

Executed for and on behalf of
**HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED**
as Security Agent:

)
)
)
)
)
)
)
)

in the presence of:

Signature of witness:

Name:

Address:

Occupation:

EXECUTION PAGE TO ACCESSION DEED

THE ADDITIONAL CHARGOR

Executed as a deed by)
EVIDENT LEGAL LIMITED)
on being signed by:)
)
in the presence of:) Director

Signature of witness:
Name:
Address:
Occupation:

THE COMPANY

Executed as a deed by)
UKLS ACQUISITIONS LIMITED)
on being signed by:)
)
in the presence of:) Director

Signature of witness:
Name:
Address:
Occupation:

SECURITY AGENT

Executed for and on behalf of)
HSBC CORPORATE TRUSTEE)
COMPANY (UK) LIMITED)
as Security Agent:)

Luke Ashby
Authorised Signatory

in the presence of:

Signature of witness:
Name: **Chloe Slattery**
Address:
Occupation:

Transaction Manager