



**Registration of a Charge**

Company Name: **FSP CONSULTING SERVICES LIMITED**

Company Number: **07717182**



Received for filing in Electronic Format on the: **16/03/2023**

XBZFC080

**Details of Charge**

Date of creation: **10/03/2023**

Charge code: **0771 7182 0003**

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: **PINSENT MASONS LLP**



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

Company number: 7717182

Charge code: 0771 7182 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2023 and created by FSP CONSULTING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2023 .

Given at Companies House, Cardiff on 17th March 2023

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**

**DEED OF ACCESSION**

**THIS DEED** is made on **10** March 2023

**BETWEEN:**

- (1) The entities listed in Schedule 1 (*New Chargors*) as new chargors (each a **New Chargor**, together the **New Chargors**);
- (2) Unity Midco Limited (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **HSBC Corporate Trustee Company (UK) Limited (HSBC)** as the Security Agent.

**INTRODUCTION**

- (A) Each New Chargor is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Parent.
- (B) This Deed is supplemental to a deed dated 24 February 2023 (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and HSBC as agent and trustee for the Secured Parties.
- (C) Each New Chargor at the request of the Parent and in consideration of the Secured Parties making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

**2. ACCESSION**

Each New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to it as a Chargor.

**3. SECURITY**

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:

- 3.1 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Shares*);
- 3.2 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);
- 3.3 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*); and
- 3.4 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*).

4. **CONSENT OF EXISTING CHARGORS**

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. **EFFECT ON DEBENTURE**

5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.

5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. **GOVERNING LAW**

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

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

**Schedule 1****NEW CHARGORS**

|    | <b>Company</b>                  | <b>Registration Number</b> | <b>Country of incorporation</b> |
|----|---------------------------------|----------------------------|---------------------------------|
| 1. | FSP Corporate Limited           | 12932103                   | England and Wales               |
| 2. | FSP Consulting Services Limited | 07717182                   | England and Wales               |
| 3. | FSP Holdings Limited            | 10059627                   | England and Wales               |
| 4. | Savanti Limited                 | 09068681                   | England and Wales               |

**Schedule 2****SHARES**

| <b>Name of Company</b>          | <b>Description and Number of Shares</b>     | <b>Name of Chargor</b>          |
|---------------------------------|---|---------------------------------|
| FSP Holdings Limited            | 2 preference shares of £0.01 each           | FSP Corporate Limited           |
|                                 | 170,066 ordinary shares of £0.01 each       |                                 |
| FSP Consulting Services Limited | 150,000 ordinary shares of £0.01 each       | FSP Holdings Limited            |
| Savanti Limited                 | 21,126,663 ordinary shares of £0.00005 each | FSP Consulting Services Limited |

Schedule 3

ASSIGNED INSURANCES

| Insured  | Insurance Policy    | Insurer    | Policy Number        |
|--|---------------------|------------|----------------------|
| FSP Corporate Limited<br>FSP Consulting Services Limited<br>FSP Holdings Limited | Commercial combined | Hiscox Ltd | PL-PSC04009126469/19 |

**Schedule 4****ASSIGNED CONTRACTS**

|    | <b>Contract</b>                           | <b>Parties</b>   |
|----|---|--|
| 1. | Oak Majority Seller Acquisition Agreement | (1) FSP Consulting Services Limited<br><br>(2) LDC (Managers) Limited, LDC IX LP acting by its manager, LDC (Managers) Limited, and LDC Parallel IX LP acting by its manager, LDC (Managers) Limited |
| 2. | Oak Minority Seller Acquisition Agreement | (1) FSP Consulting Services Limited<br><br>(2) the Minority Sellers (as defined therein)   |
| 3. | Structural Intra-Group Loan               | (1) FSP Corporate Limited<br><br>(2) FSP Holdings Limited  |
| 4. | Structural Intra-Group Loan               | (1) FSP Holdings Limited<br><br>(2) FSP Consulting Services Limited  |



Schedule 5

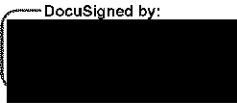
ASSIGNED ACCOUNTS

| Chargor                         | Account bank      | Sort code | Account number |
|---------------------------------|-------------------|-----------|----------------|
| FSP Consulting Services Limited | Santander UK Plc  | 09-02-22  | 10954937       |
| Savanti Limited                 | Barclays Bank PLC | 20-29-90  | 83924831       |
| Savanti Limited                 | Barclays Bank PLC | 20-29-90  | 57013577       |
| Savanti Limited                 | Barclays Bank PLC | 20-29-90  | 56863522       |

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargors

EXECUTED as a Deed by FSP )  
CORPORATE LIMITED )  
acting by \_\_\_\_\_, )  
a Director, in the presence of: )

DocuSigned by:  


Signature of witness:  Director

Name of witness: Dan Ingham

Address: 15 Priory Street, Farnborough, Hampshire, GU14 7HX

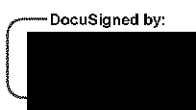
Occupation: Finance Director

Address: Thames Valley Park, Now Building ,Here & Now, Reading. RG6 1WG

Facsimile number N/A

EXECUTED as a Deed by FSP HOLDINGS )  
LIMITED Dan Ingham )  
acting by \_\_\_\_\_, )  
a Director, in the presence of: )

DocuSigned by:  


Signature of witness:  Director

Name of witness: Dan Ingham

Address: 15 Priory Street, Farnborough, GU14 7HX

Occupation: Finance Director

Address: Thames Valley Park, Now Building ,Here & Now, Reading. RG6 1WG

Facsimile number N/A

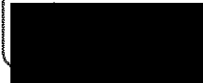
**EXECUTED** as a Deed by **FSP** )  
**CONSULTING SERVICES LIMITED** )  
acting by Daragh Phelan, )  
a Director, in the presence of: )

DocuSigned by:



Signature of witness:

DocuSigned by:



Director

Name of witness: Dan Ingham

Address: 15 Priory Street, Farnborough, GU14 7HX

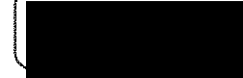
Occupation: Finance Director

Address: Thames Valley Park, Now Building ,Here & Now, Reading. RG6 1WG

Facsimile number N/A

**EXECUTED** as a Deed by **SAVANTI** )  
**LIMITED** )  
acting by Daragh Phelan, )  
a Director, in the presence of: )

DocuSigned by:



Signature of witness:

DocuSigned by:



Director

Name of witness: Dan Ingham

Address: 15 Priory Street, Farnborough, GU14 7HX


Occupation: Finance Director

Address: Thames Valley Park, Now Building ,Here & Now, Reading. RG6 1WG

Facsimile number N/A

The Parent

EXECUTED as a Deed by UNITY MIDCO )  
LIMITED )  
acting by Daragh Phelan )  
a Director, in the presence of: )

DocuSigned by:  


Signature of witness:  Director

Name of witness: Dan Ingham

Address: 15 Priory Street, Farnborough, GU14 7HX

Occupation: Finance Director

The Security Agent

SIGNED for and on behalf of )  
HSBC CORPORATE TRUSTEE COMPANY )  
(UK) LIMITED )

DocuSigned by:  
