



Registration of a Charge

Company name: **AGRIBRIEFING LIMITED**

Company number: **07931457**



X88JWJ8Z

Received for Electronic Filing: **28/06/2019**

Details of Charge

Date of creation: **28/06/2019**

Charge code: **0793 1457 0004**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (EACH AS DEFINED IN THE INSTRUMENT))**

Brief description: **THE INTELLECTUAL PROPERTY AS DESCRIBED AGAINST THE NAME OF THE COMPANY AT PART D OF SCHEDULE 2 (DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES) OF THE INSTRUMENT INCLUDING, WITHOUT LIMITATION, THE TRADE MARKS WITH TM NUMBERS 2657746; 2496480; 2496481; 2496486; 2496483; 2657368; 3046204 AND 3005295. FOR MORE INFORMATION, PLEASE REFER TO THE INSTRUMENT.**

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: **DECHERT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7931457

Charge code: 0793 1457 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2019 and created by AGRIBRIEFING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2019 .

Given at Companies House, Cardiff on 1st July 2019

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

EXECUTION VERSION

THIS ACCESSION DEED is made on

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) MILLS MIDCO LIMITED (the "Parent"); and
- (3) ARES MANAGEMENT LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 16 May 2019 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

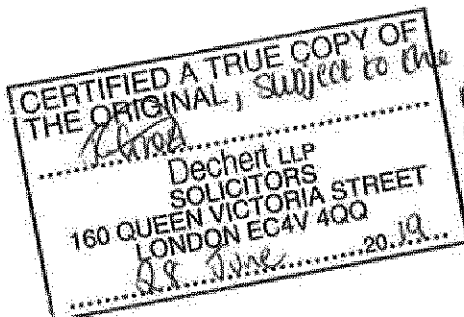
as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2.1 (*Covenant to pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured



Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Material Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*);

(ii) the Charged Securities listed in Part B of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and

(iii) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Material Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

(i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and

(ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed.

SCHEDULE 1**The Acceding Companies**

Company name	Registered number	Registered office
Agribriefing 1364 Limited	09631266	8 Leake Street, London, England, SE1 7NN
Agribriefing 1365 Limited	09631267	8 Leake Street, London, England, SE1 7NN
Agribriefing 1366 Limited	09632712	8 Leake Street, London, England, SE1 7NN
Agribriefing (Group) Limited	07931433	8 Leake Street, London, England, SE1 7NN
Agribriefing (Holdings) Limited	07931463	8 Leake Street, London, England, SE1 7NN
Agribriefing Limited	07931457	8 Leake Street, London, England, SE1 7NN
Farmers Guardian Limited	07931451	8 Leake Street, London, England, SE1 7NN
Global Data Systems Limited	07931334	8 Leake Street, London, England, SE1 7NN
Lamma Limited	07172302	8 Leake Street, London, England, SE1 7NN
Lamma Events Limited	07416967	8 Leake Street, London, England, SE1 7NN
Croptec Limited	07424040	8 Leake Street, London, England, SE1 7NN
Agrimoney Limited	09239069	8 Leake Street, London, England, SE1 7NN
The Media Briefing Limited	09594542	8 Leake Street, London, England, SE1 7NN
Agribriefing US Limited	10978034	8 Leake Street, London, England, SE1 7NN
Agribriefing France Limited	10163607	8 Leake Street, London, England, SE1 7NN

SCHEDULE 2

Details of Security Assets owned by the Acceding Companies

Part A Real Property

Registered land				
Acceding Company	Address	Administrative Area		Title number
None as at the date of this Deed.				
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None as at the date of this Deed.				

Part B Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Agribriefing Limited 1364	Agribriefing Limited 1365	Ordinary	1 unit of £1.00	£1.00
Agribriefing Limited 1365	Agribriefing Limited 1366	Ordinary	1 unit of £1.00	£1.00
Agribriefing Limited 1366	Agribriefing (Group) Limited	A Ordinary	133,497 units of £0.01	£1,334.97
Agribriefing Limited 1366	Agribriefing (Group) Limited	B Ordinary	50,000 units of £1.00	£50,000.00
Agribriefing Limited 1366	Agribriefing (Group) Limited	Deferred	16,503 units of £0.01	£165.03
Agribriefing (Group) Limited	Agribriefing (Holdings) Limited	Ordinary	220,000 units of £0.01	£2,200.00
Agribriefing (Holdings) Limited	Agribriefing Limited	Ordinary	220,000 units of £0.01	£2,200.00
Agribriefing Limited	Farmers Guardian Limited	Ordinary	100,000 units of £0.01	£1,000.00
Agribriefing Limited	Global Data Systems Limited	Ordinary	100,000 units of £0.01	£1,000.00

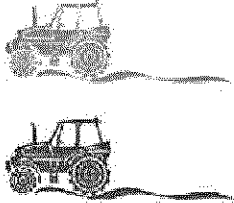
Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Agribriefing Limited	Lamma Limited	Ordinary	6 units of £1.00	£6.00
Agribriefing Limited	Agrimoney Limited	Ordinary	1 unit of £1.00	£1.00
Agribriefing Limited	The Media Briefing Limited	Ordinary	1 unit of £1.00	£1.00
Agribriefing Limited	AgriBriefing France Limited	Ordinary	2 units of €1.00	€2.00
Agribriefing Limited	AgriBriefing US Limited	Ordinary	10,000 units of \$1.00	\$10,000.00
Lamma Limited	Lamma Events Limited	Ordinary	1 unit of £1.00	£1.00
Lamma Events Limited	Croptec Limited	Ordinary	1 unit of £1.00	£1.00

Part C Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account sort code
Agribriefing Limited	736	National Westminster Bank plc	60-00-01
LAMMA Limited	507	National Westminster Bank plc	60-00-01
Farmers Guardian Limited	493	National Westminster Bank plc	60-00-01
Global Data Systems Limited	304	National Westminster Bank plc	60-00-01
Global Data Systems Limited	490	National Westminster Bank plc	60-00-01
Global Data Systems Limited	536	National Westminster Bank plc	60-00-01

Collection Accounts			
Account Holder	Account Number	Account Bank	Account sort code
Agrimoney Limited	165	National Westminster Bank plc	60-00-01
AgriBriefing Limited	787	National Westminster Bank plc	60-00-01

Part D Intellectual Property

Part D1 - Trade marks				
Proprietor/A DP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Agribriefing Limited	2657746	UK / Registered	16, 35	
Agribriefing Limited	2496480	UK / Registered	16	
Agribriefing Limited	2496481	UK / Registered	16	
Agribriefing Limited	2496486	UK / Registered	9, 35, 44	farmersguardian.com
Agribriefing Limited	2496483	UK / Registered	9, 35, 44	fg.com
Agribriefing Limited	2657368	UK / Registered	16, 35	LAMMA
Agribriefing Limited	3046204	UK / Registered	35, 38	LammaXchange Lamma Xchange

Part D1 - Trade marks				
Proprietor/A DP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Agribriefing Limited	3005295	UK / Registered	38, 42	
Lamma Limited	2563152	UK / Registered	9, 16, 35, 42	CROPTEC CropTec
Agrimoney Limited	13403514	EU / Registered	35, 41, 44	AGRIMONEY
Part D2 Patents				
Proprietor/ADP number	Patent number		Description	
None as at the date of this Deed.				

Part E Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None as at the date of this Deed.			

Part F Insurances

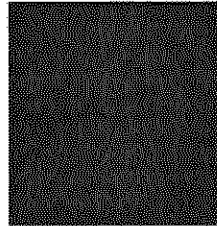
Acceding Company	Insurer	Policy number
LAMMA Limited and/or AgriBriefing 1364 Limited	Allianz Insurance plc	61/NZ/22684225/3
AgriBriefing 1364 Limited	Marsh Ltd (trading as Victor Insurance)	Victor2018-BRI-AGRI-47376480-M
AgriBriefing 1364 Limited	Hiscox Insurance Company Limited	PL-PSC10001533602/00 Excluding any part of the policy that relates to third party liabilities.
Agribriefing 1364 Limited	American International Group UK Limited	25027761

Acceding Company	Insurer	Policy number
LAMMA Limited and/or AgriBriefing 1364 Limited	Allianz Insurance plc	27/CS/29087052/03

EXECUTION PAGES

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING 1364 LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING 1365 LIMITED acting by:)

Director

WILLIAM RORY BROWN

Witness signature

Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

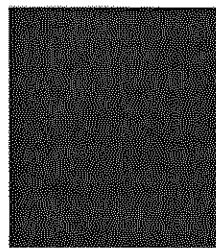
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING 1366 LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP

10 Snow Hill

London EC1A 2AL

Witness occupation:

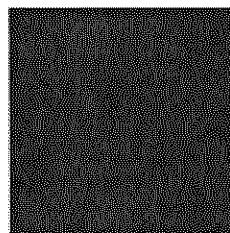
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

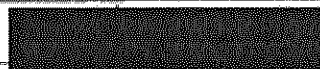
Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING (GROUP) LIMITED acting)
by:



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

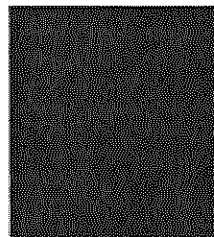
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING (HOLDINGS) LIMITED)
acting by:



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC2A 2AL

Witness occupation:

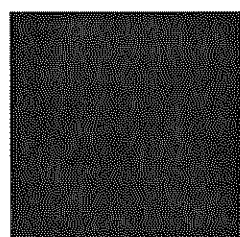
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

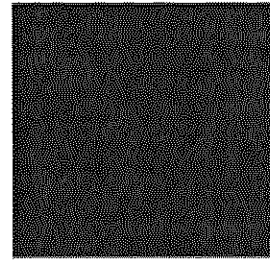
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by FARMERS)
GUARDIAN LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

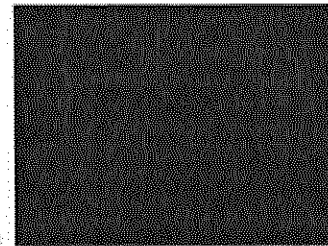
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by GLOBAL)
DATA SYSTEMS LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

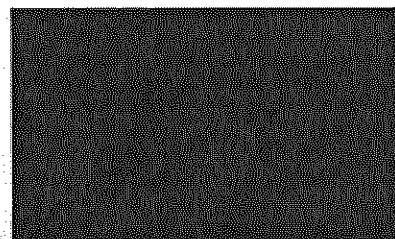
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by LAMMA)
LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP

10 Snow Hill

London EC1A 2AL

Witness occupation:

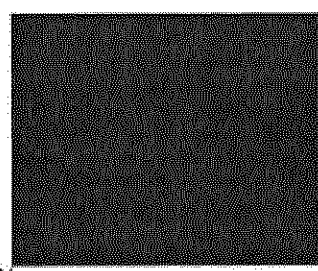
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

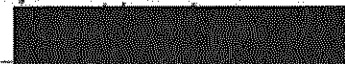
Executed as a deed, but not delivered until the)
first date specified on page 1, by LAMMA)
EVENTS LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

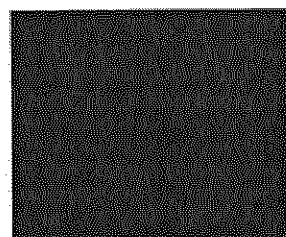
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by CROPTEC)
LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

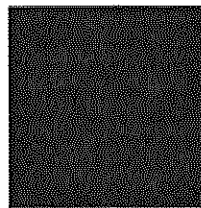
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by AGRIMONEY)
LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

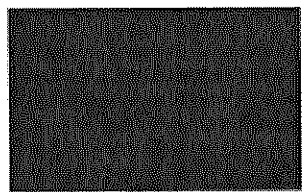
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by **THE MEDIA**)
BRIEFING LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

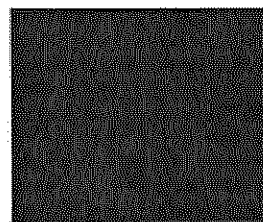
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING US LIMITED acting by:)



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

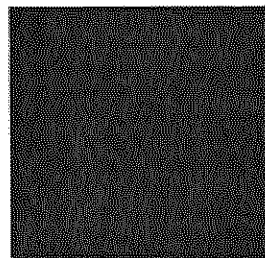
Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AGRIBRIEFING FRANCE LIMITED acting)
by:



Director

WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP

10 Snow Hill

London EC1A 2AL

Witness occupation:

Solicitor

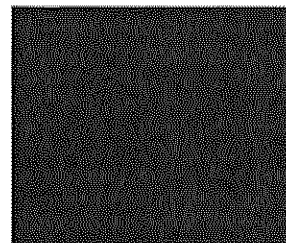
Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

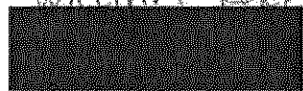
THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **MILLS**)
MIDCO LIMITED acting by:)



Director WILLIAM RORY BROWN

Witness signature



Witness name:

Daniel Domb

Witness address:

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Witness occupation:

Solicitor

Address: Rory Brown

E-mail: 8 Leake Street, London SE1 7NN

Attention: rory.brown@agribriefing.com

THE SECURITY AGENT

ARES MANAGEMENT LIMITED

By:

Name:

John Atherton

Title:

Authorised Signatory

Address:

Ares Management Limited

6th Floor

10 New Burlington Street

London W1S 3BE

Attention: David Ribchester/Nishal Patel

Telephone:

+44 207 434 6414

Fax:

+44 207 464 6401

Email:

OperationsLondon@aresmgmt.com