



Registration of a Charge

Company name: **GETRONICS SERVICES UK LIMITED**

Company number: **07966594**



X99RR18G

Received for Electronic Filing: **21/07/2020**

Details of Charge

Date of creation: **20/07/2020**

Charge code: **0796 6594 0013**

Persons entitled: **ALTER DOMUS FINANCIAL SERVICES (UK) LIMITED AS SECURITY AGENT**

Brief description: **THE BABBAGE CENTRE, THE HEATH BUSINESS & TECHNICAL PARK, HEATH ROAD, RUNCORN, CHESHIRE WA7 4QX REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER CH502111 AND ALL RELATED RIGHTS.**

Contains fixed charge(s).

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:

FRESHFIELDS BRUCKHAUS DERINGER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7966594

Charge code: 0796 6594 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2020 and created by GETRONICS SERVICES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2020 .

Given at Companies House, Cardiff on 22nd July 2020

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 MORTGAGE

THIS SUPPLEMENTAL DEED is made on 20 July 2020 (the "Supplemental Mortgage")

BETWEEN:

- (1) **GETRONICS SERVICES UK LIMITED**, a company incorporated in England and Wales with registered number 07966594 and having its registered office at Holland House, 4 Bury Street, London, England, EC3A 5AW (the "Chargor"); and
- (2) **ALTER DOMUS FINANCIAL SERVICES (UK) LIMITED** (formerly known as Cortland Financial Services Limited) (the "Security Agent"),

RECITALS

(1) This Supplemental Mortgage is supplemental to the Debenture (as defined below) and made between the Chargor as chargor and Cortland Capital Market Services LLC as security agent ("Cortland") as supplemented by that supplemental mortgage dated 2 May 2019 between the Chargor and the Security Agent (and as otherwise supplemented from time to time) (the "Original Supplemental Mortgage"). The Security Agent holds the benefit of this Supplemental Mortgage on trust for the Secured Parties (as defined below).

(2) The Security Agent was appointed as sub-agent to Cortland pursuant to the terms of an administrative services agreement dated 1 May 2019 in order to perform certain administrative duties, including with respect to the Original Supplemental Mortgage. The Security Agent has again been appointed as sub-agent to Cortland for the purposes of fulfilling certain duties in respect of this Supplemental Mortgage, pursuant to the terms of an administrative services agreement dated on or about the date hereof. The Security Agent was formerly known as Cortland Financial Services Limited.

(3) This Supplemental Mortgage is entered into in connection with an amendment and restatement of the facilities agreement originally dated on July 11 2018 and made between, among others, the Security Agent and DigiTran Innovations B.V., dated on or about the date hereof.

IT IS AGREED and declared as follows:

1. DEFINITIONS

Words and expressions defined in the Debenture, the Intercreditor Agreement or the Facilities Agreement (each as defined below) shall, unless otherwise defined in this Supplemental Mortgage, have the same meanings in this Supplemental Mortgage. In addition:

"Debenture" means the debenture dated 11 July 2018 between the Chargor and Cortland, as supplemented from time to time, most recently by the supplemental debenture dated on or about the date hereof¹ between the Chargor, Connectis CMC UK Limited and Cortland;

"Facilities Agreement" means the facilities agreement dated on July 11 2018 and made between, among others, Cortland, the Chargor and DigiTran Innovations B.V., (as amended and supplemented or otherwise modified from time to time, most recently on or about the date hereof);

"Intercreditor Agreement" means the intercreditor agreement dated on July 11 2018 and between, among others, Cortland, the Chargor, DigiTran Innovations B.V. and the other debtors named therein (as amended and supplemented or otherwise modified from time to time, most recently on or about the date hereof);

"Original Supplemental Mortgage" has the meaning given to that term in the recitals to this Supplemental Mortgage;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement.

"Supplemental Charged Property" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created in favour of the Security Agent by or pursuant to this Supplemental Mortgage; and

"Supplemental Real Property" means the Babbage Centre, the Heath Business & Technical Park, Heath Road, Runcorn, Cheshire WA7 4QX registered at HM Land Registry with title number CH502111 and all Related Rights.

2. INCORPORATION OF PROVISIONS

- (a) The provisions of clauses 1.2 to 1.6 (inclusive), 3.5, 4, 5, 6.2, 6.4, 7.1, 7.4 and 9 - 24 (inclusive) of the Debenture shall apply to this Supplemental Mortgage (and the Security constituted by it) as if set out in this Supplemental Mortgage in full except that references in those clauses (and within defined terms in those clauses) to:
 - (i) "Debenture" shall be construed as references to this Supplemental Mortgage;
 - (ii) "Charged Property" shall be construed as references to the "Supplemental Charged Property"; and
 - (iii) in respect of clause 6.2 of the Debenture, "Schedule I (Properties)" shall be to "the definition of Supplemental Real Property" and in respect of clause 6.4 of the Debenture, references to "each of the schedules to this Debenture" shall be to "the definition of Supplemental Real Property".
- (b) This Supplemental Mortgage is designated as a Debt Document and constitutes a Security Document.

3. COVENANT TO PAY

The 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.

4. CREATION OF SECURITY

- (a) The Security created under this Supplemental Mortgage is created:
 - (i) in addition and without prejudice to the existing Security created by the Debenture, the Original Supplemental Mortgage and any other Security Document;
 - (ii) in favour of the Security Agent as trustee for the Secured Parties;

- (iii) as continuing security for the payment and discharge of the Secured Obligations that will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part; and
 - (iv) with full title guarantee, provided that the covenant implied by section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to this Clause 4 (Creation of Security), but sections 3(2) and 6(2) of that Act shall not.
- (b) Provided that the Chargor is in compliance with the terms of the Original Supplemental Mortgage (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Supplemental Mortgage at Companies House pursuant to section 859 of the Companies Act 2006)) then to the extent that the terms of this Supplemental Mortgage impose the same or substantially the same obligation in respect of the same assets, the Chargor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Original Supplemental Mortgage.
- (c) Except as supplemented by this Supplemental Mortgage, each of the Debenture and the Original Supplemental Mortgage remains in full force and effect and continues to secure the Secured Obligations.

5. MORTGAGE AND FIXED CHARGE

The Chargor, as continuing security for the payment 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:

- (a) by way of first legal mortgage the Supplemental Real Property; and
- (b) by way of first fixed charge all other interests (not effectively charged under paragraph (a) above) in the Supplemental Real Property and the benefit of all other agreements relating to land.

6. PERFECTION OF SECURITY

Title Documents

- (a) The Chargor will promptly deposit with the Security Agent (or as it shall direct) all deeds and documents of title relating to all real property mortgaged or charged under this Supplemental Mortgage and, if those deeds and/or documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.
- (b) The Security Agent may retain any document delivered to it under this Clause 7 or otherwise until the Security created under this Supplemental Mortgage is released in which case it will return such documents to the Chargor, and, if for any reason the Security Agent ceases to hold any such document before that time, it may by notice to the Chargor require that the document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under paragraph (a) above which is for any reason not so delivered or which is released by the Security Agent to the Chargor shall be held on trust by the Chargor for the Security Agent.

The Land Registry

- (a) The Chargor shall apply to the Land Registrar for a *restriction* to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Mortgage (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Mortgage) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register".

- (b) Subject to the terms of the Facilities Agreement, the Lenders are under an obligation to make further advances to the Chargor (which obligation is deemed to be incorporated into this Supplemental Mortgage) and this security has been made for securing those further advances. The Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Mortgage (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Mortgage) that there is an obligation to make further advances on the security of the registered charge.
- (c) If the Chargor fails to make the applications set out in paragraphs (a) and (b) above or if the Security Agent gives notice to the Chargor that it will make such applications on its behalf, the Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may request in connection with such application.
- (d) The Parties agree that by making the applications set out in paragraphs (a) and (b) above in relation to this Mortgage, the Chargor shall also be taken as having discharged its obligations to make such equivalent applications under and in relation to the Original Supplemental Mortgage.
- (e) In respect of any of the real property mortgaged or charged under this Supplemental Mortgage title to which is registered at the Land Registry, it is certified that the security created by this Supplemental Mortgage does not contravene any of the provisions of the articles of association of the Chargor.

7. GOVERNING LAW

This Supplemental Mortgage and any non-contractual claims arising out of or in connection with it are governed by and construed in accordance with English law.

8. JURISDICTION

- (a) Subject to paragraph (b) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) (a "Dispute").

- (b) 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.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Supplemental Mortgage 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 Supplemental Mortgage has been duly executed as a deed on the date first above written.

SIGNATURE PAGES TO SUPPLEMENTAL MORTGAGE

EXECUTED as a DEED by
GETRONICS SERVICES UK LIMITED acting by:

Director:

Name:

Sam W. Humphreys

Witness

Signature:

Name:

KRISTYN NEEDHAM

Address:

342 Hauser Blvd., Los Angeles CA

The Security Agent

EXECUTED as a **DEED** by

ALTER DOMUS FINANCIAL SERVICES (UK) LIMITED:

Authorised Signatory: _____

Name: JORDAN COOPER

Witness

Signature: _____

Name: TIM JOHNSTON

Address: 90 LIBERTY STREET, LONDON

Notice Details

Address: 18 St Swithin's Lane, London, EC4N 8AD

Facsimile: +44 (0)20 3900 0497

Attention: Legal Department

Email: legal@alterdomus.com and Notices.EMEA@alterdomus.com