



**Registration of a Charge**

Company name: **MOMENTA OPERATIONS LIMITED**

Company number: **08263685**



X7H4LM08

Received for Electronic Filing: **22/10/2018**

---

**Details of Charge**

Date of creation: **18/10/2018**

Charge code: **0826 3685 0003**

Persons entitled: **TIKEHAU INVESTMENT MANAGEMENT SAS**

Brief description: **LEASEHOLD PROPERTY: LEAVES A & B, 4TH FLOOR, TOWER 42,25, OLD BROAD STREET, LONDON EC2N 1HQ INTELLECTUAL PROPERTY - DOMAINS: DOMAIN NAME: M-HL.COM RENEWAL DATE: 15/01/2022 MOMENTA-ASSOCIATE-INSURANCE.CO.UK RENEWAL DATE: 11/08/2019 MOMENTA-ONLINE.CO.UK RENEWAL DATE: 29/09/2018 PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

**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: **PROSKAUER ROSE (UK) LLP**



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

Company number: 8263685

Charge code: 0826 3685 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2018 and created by MOMENTA OPERATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2018 .

Given at Companies House, Cardiff on 24th October 2018

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 dated 18 October 2018 and is made between:

- (1) **MOMENTA GROUP HOLDINGS LIMITED** (registered in England and Wales with registered number 11481293 and with its registered address at C/O Locke Lord (UK) LLP, 201 Bishopsgate, London, United Kingdom, EC2M 3AB) for itself and for the Chargors (the “Parent”);
- (2) **EACH COMPANY LISTED IN SCHEDULE 1** (each an “Additional Chargor”); and
- (3) **TIKEHAU INVESTMENT MANAGEMENT SAS** as security trustee for itself and the other Secured Parties (the “Security Agent”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 17 October 2018 between, among others, the Parent and the Security Agent (the “Debenture”) and each Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) Each Additional Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed.
- (C) Each Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 **Interpretation**

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. **ACCESSION OF ACCEDING 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 the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

## 2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

## 3. FIXED SECURITY

### 3.1 General

All Security created by an Additional Chargor under this Clause 3 and Clause 4) (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disappplied under clause 12.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of each Additional Chargor in and to the relevant Charged Asset.

### 3.2 Legal mortgage

Each Additional Chargor charges by way of first legal mortgage, any Material Real Property.

### 3.3 Assignment by way of Security

- (a) Each Additional Chargor assigns and agrees to assign absolutely with (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
  - (i) the proceeds of any Insurance Policies (including the Insurance Policies specified in Schedule 6 (*Insurance Policies*) to this Security Accession Deed); and
  - (ii) each Specific Contract.
- (b) Each Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

### 3.4 Fixed charges

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Real Property (including the Real Property specified in Schedule 2 (*Real Property*) to this Security Accession Deed);
- (b) by way of first fixed charge, the Accounts (including the Accounts specified in Schedule 5 (*Bank Accounts*) to this Security Accession Deed);
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Intellectual Property (including the Intellectual Property specified in Schedule 4 (*Intellectual Property*) to this Security Accession Deed);
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments (including the Investments specified in Schedule 3 (*Shares*) to this Security Accession Deed);
- (h) by way of first fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (i) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

### 3.5 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## 4. FLOATING CHARGE

### 4.1 Floating charge

- (a) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

## 4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to each of the Additional Chargors convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
  - (i) this Security Accession Deed is enforceable in accordance with clause 14 (*When Security becomes enforceable*) of the Debenture;
  - (ii) the Security Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
  - (iii) the Security Agent considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
  - (iv) an Event of Default under clause 26.7 (*Insolvency Proceedings*) of the Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
  - (i) an Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);
  - (ii) an Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
  - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within three Business Days); or
  - (iv) an Administration Event occurs.

## 5. Consent of existing charging companies

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

## 6. Security power of attorney

### 6.1 Appointment and powers

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to

execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or necessary for:

- (a) carrying out any obligation imposed on each Additional Chargor by this Security Accession Deed or any other agreement binding on each Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which an Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause 14 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

## **6.2 Exercise of power of attorney**

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Event of Default is continuing; or
- (b) the failure by an Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

## **7. Counterparts**

This Security Accession 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 Security Accession Deed.

## **8. Governing law and jurisdiction**

Clause 28 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

**THIS SECURITY ACCESSION DEED** has been executed as, and is intended to take effect as, a deed by the Parent and each Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.



**SCHEDULE 1**  
**ADDITIONAL CHARGORS**

<b>Additional Chargor's Name</b>	<b>Additional Company Number</b>	<b>Chargor's Registration</b>	<b>Additional Jurisdiction of Incorporation</b>
Momenta Solutions Limited	06925833		England and Wales
Momenta Customers Services Limited	08213753		England and Wales
Momenta Performance Academy Limited	08885263		England and Wales
Momenta Interim Management Limited	08465864		England and Wales
Momenta Holdings (PPI) Limited	04406973		England and Wales
Momenta Group Limited	06774308		England and Wales
Momenta Operations Limited	08263685		England and Wales
Momenta People Limited	07707061		England and Wales

**SCHEDULE 2  
REAL PROPERTY**

**Material Property**

None as at the date of this Deed.

**Real Property**

<b>Leasehold Property</b>			
<b>Tenant</b>	<b>Property Address</b>	<b>Landlord</b>	<b>Land Registry Title No.</b>
Momenta Operations Limited  (Momenta Solutions Ltd (Surety))	Leaves A & B, 4th Floor, Tower 42, 25 Old Broad Street, London EC2N 1HQ	Tower Nominees No.1 Jersey Limited and Tower Nominees No.2 Jersey Limited	Title is not applicable as the lease is only for a term of five years





**SCHEDULE 3  
SHARES**

<b>Additional Chargor</b>	<b>Names of company in which shares are held</b>	<b>Class of shares held</b>	<b>Percentage Shareholding</b>	<b>Number of shares held</b>	<b>Issued share Capital</b>
Momenta Solutions Limited	Momenta Holdings (PPI) Limited	Ordinary Shares of £0.01 each	100%	978,124 Ordinary Shares	£9781.24 Ordinary shares of £0.01 each
Momenta Solutions Limited	Momenta Group Limited	Ordinary Shares of £0.001 each	100%	100,000 Ordinary Shares	£100 Ordinary Shares of £0.001
Momenta Solutions Limited	Momenta Performance Academy Limited	Ordinary shares of £0.01 each	100%	600 ordinary shares	600 ordinary shares of £0.01 each
Momenta Solutions Limited	Momenta Interim Management Limited	Ordinary shares of £0.01 each	100%	600 ordinary shares	600 ordinary shares of each £0.01
Momenta Solutions Limited	Momenta Operations Limited	Ordinary shares of £0.01 each	100%	600 ordinary shares	600 ordinary shares of £0.01 each
Momenta Holdings (PPI) Limited	Momenta People Limited	Ordinary share of £1.00	100%	1 ordinary share	1 ordinary share of £1.00

Additional Chargor	Names of company in which shares are held	Class of shares held	Percentage Shareholding	Number of shares held	Issued share Capital
Momenta Solutions Limited	Momenta Customer Services Limited	Ordinary shares of £0.01 each	100%	600 ordinary shares	600 ordinary shares of £0.01 each

**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

**Trademarks**

<b>Additional Chargor</b>	<b>Mark</b>	<b>Number</b>	<b>Classes</b>
Momenta Holdings (PPI) Limited		UK00003001254	9, 41, 42
Momenta Holdings (PPI) Limited		UK00003001256	9, 41, 42
Momenta Holdings (PPI) Limited		UK00003001259	9, 41, 42
Momenta Holdings (PPI) Limited		UK00003001253	9, 41

## Domains

Additional Chargor	Domain Name	Renewal Date
Momenta Operations Limited	m-hl.com	15/01/2022
Momenta Operations Limited	momenta-associate-insurance.co.uk	11/08/2019
Momenta Operations Limited	momenta-online.co.uk	29/09/2018
Momenta Operations Limited	momenta-online.com	29/09/2018
Momenta Operations Limited	momentaassociates.co.uk	02/08/2020
Momenta Operations Limited	momentaassociates.com	02/08/2020
Momenta Operations Limited	momentagroup.com	18/02/2019
Momenta Operations Limited	momentagroup.us	20/09/2019
Momenta Operations Limited	momentapeople.co.uk	14/02/2019
Momenta Operations Limited	momentapeople.com	13/02/2019
Momenta Operations Limited	momentapeople.us	20/09/2019

<b>Additional Chargor</b>	<b>Domain Name</b>	<b>Renewal Date</b>
Momenta Operations Limited	momentaprojects.co.uk	16/12/2018
Momenta Operations Limited	momentaprojects.com	16/12/2021
Momenta Operations Limited	momentaresourcing.com	06/09/2018
Momenta Operations Limited	momentaresourcing.us	20/09/2019
Momenta Operations Limited	momentapeople.com.au	02/08/2020
Momenta Operations Limited	momentaassociates.com.au	02/08/2020
Momenta Operations Limited	momentaresourcing.com.au	17/10/2020

**SCHEDULE 5**  
**BANK ACCOUNTS**

Additional Chargor	Currency and account type	Account Number	Sort Code	Bank Name and Address
Momenta Operations Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY
Momenta Customer Services Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY
Momenta People Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY
Momenta Solutions Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY
Momenta Holdings (PPI) Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY



Momenta Solutions Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY
Momenta Interim Management Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY
Momenta Performance Academy Limited	GBP			HSBC Bank plc London Central Corporate Banking Centre Level 6 71 Queen Victoria Street London EC4V 4AY

**SCHEDULE 6**  
**INSURANCE POLICIES**

Additional Chargors	Policy Type /class	Insurer name and address	Policy Number	Renewal Date
<p>Momenta Solutions Limited</p> <p>Momenta Customer Services Limited</p> <p>Momenta Performance Academy Limited</p> <p>Momenta Interim Management Limited</p> <p>Momenta Holdings (PPI) Limited</p> <p>Momenta Group Limited</p> <p>Momenta Operations Limited</p> <p>Momenta People Limited</p>	Commercial Combined	<p>Royal &amp; Sun Alliance Insurance plc.</p> <p>St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.</p>	<p>[REDACTED]</p>	9 <sup>th</sup> May 2019
<p>Momenta Solutions Limited</p>	Professional Indemnity	<p>Hiscox Insurance Company Ltd.</p> <p>1 Great St Helens,</p>	<p>[REDACTED]</p>	8 <sup>th</sup> May 2019

Additional Chargors	Policy Type /class	Insurer name and address	Policy Number	Renewal Date
		London, EC3A 6HX		
Momenta Solutions Limited	Professional Indemnity Excess Layer	MPR Underwriting Ltd.  10th Floor, Chancery Place, 50 Brown Street, Manchester, M2 2JG		8 <sup>th</sup> May 2019
Momenta Solutions Limited	Management Liabilities	Royal & Sun Alliance Insurance plc. St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.		8 <sup>th</sup> May 2019

## SIGNATURES TO THE SECURITY ACCESSION DEED

### The Parent

**EXECUTED AS A DEED** by  
**MOMENTA GROUP HOLDINGS**  
**LIMITED** acting by way of a power of  
attorney in favour of Vasim Haq dated 4  
October 2018

)  
)  
)  
)



Attorney

Witness signature:



Witness name:

SNEHA SANGVI

Witness address:

201 BISHOPSGATE

Additional Chargors

EXECUTED AS A DEED by  
MOMENTA SOLUTIONS LIMITED  
acting by

)  
)  
)  
)  
.....  
Director

Witness signature:

.....  
NICK JENNINGS

Witness name:

.....  
201 BISHOPS GATE

Witness address:

.....  
LONDON

**EXECUTED AS A DEED** by  
**MOMENTA CUSTOMER SERVICES**  
**LIMITED**  
acting by

( )  
)  
)  
)  
) Director

Witness signature:

.....

Witness name:


..... NICK JENNINGS

Witness address:

..... 201 BISHOPS GATE

..... LONDON

**EXECUTED AS A DEED** by  
**MOMENTA PERFORMANCE**  
**ACADEMY LIMITED**  
acting by

)   
) .....  
) Director

Witness signature:

  
.....

Witness name:

NICK JENNINGS  
.....

Witness address:

201 BISHOPS GATE  
.....  
LONDON  
.....

**EXECUTED AS A DEED** by  
**MOMENTA OPERATIONS LIMITED**  
acting by

)  
(  
)  
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

MICK JENNINGS

Witness address:

201 BISHOPSGATE

LONDON



**EXECUTED AS A DEED** by  
**MOMENTA INTERIM**  
**MANAGEMENT LIMITED**  
acting by

)  
)  
) .....  
) Director

Witness signature:

.....  
NICK JENNINGS

Witness name:

.....  
201 BISHOPS GATE

Witness address:

.....  
LONDON

**EXECUTED AS A DEED** by  
**MOMENTA HOLDINGS (PPI)**  
**LIMITED**  
acting by

)  
)  
)  
)  
.....  
Director

.....

Witness signature:

NICK JENNINGS

Witness name:

201 BISHOPSGATE

Witness address:

LONDON

**EXECUTED AS A DEED by**  
**MOMENTA PEOPLE LIMITED**  
acting by

)  
)  
)  
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

.....  
MICK JENNINGS

Witness address:

.....  
201 BISHOPS LANE  
.....  
LONDON  
.....

**EXECUTED AS A DEED by**  
**MOMENTA GROUP LIMITED**  
acting by

)  
)  
)  
)  
.....  
Director

Witness signature:

.....  
NICK JENNINGS

Witness name:

.....  
201 BISHOPS GATE

Witness address:

.....  
LONDON

**Security Agent**

by

**TIKEHAU INVESTMENT  
MANAGEMENT SAS**

acting by

)  
)  
)  
)



.....  
Authorised signatory