



Registration of a Charge

Company Name: **TEAM 6IX LIMITED**

Company Number: **09155186**



Received for filing in Electronic Format on the: **24/11/2023**

XCGZ71U9

Details of Charge

Date of creation: **17/11/2023**

Charge code: **0915 5186 0003**

Persons entitled: **NORTHEDGE CAPITAL LLP (AS SECURITY TRUSTEE)**

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: **BROWNE JACOBSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9155186

Charge code: 0915 5186 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th November 2023 and created by TEAM 6IX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2023 .

Given at Companies House, Cardiff on 24th November 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 of Accession is made on 17 November 2023

Between

- (1) **TEAM 6IX LIMITED** (registered in England with number 09155186 (**Acceding Obligor**); and
- (2) **NORTHEDGE CAPITAL LLP** (registered in England with company number OC345118) Limited (**Security Trustee**).

Whereas

- (A) This Deed of Accession is supplemental to a composite guarantee and debenture dated 13 December 2021 between, inter alia, Project Star Topco Limited (registered in England with company number 13742930) and the Security Trustee (**Debenture**).

It is agreed

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 Save to the extent otherwise defined in this Deed of Accession, terms defined in the Debenture have the same meaning when used in this Deed of Accession.
- 1.1.2 In this Deed of Accession, *Subsidiary Shares* means all shares present and future held by the Acceding Obligor or its Subsidiaries including those listed in schedule 2 (*Subsidiary Shares*) to this Deed of Accession.

1.2 Interpretation

Clauses 1.2 (*Interpretation*), 1.3 (*Third party rights*), 1.4 (*Administration*) and 1.5 (*Incorporated terms*) of the Debenture are incorporated in this Deed of Accession of Accession as if they were set out in full in this Deed of Accession, but so that references in those clauses to this Deed shall be construed as references to this Deed of Accession.

2 ACCESSION OF ACCEDING OBLIGOR

2.1 Accession

The Acceding Obligor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

The Acceding Obligor covenants with the Security Trustee that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Documents.

2.3 Charging provisions

All security created by an Acceding Obligor under clauses 2.4 to 2.6 inclusive is:

- 2.3.1 a continuing security for the payment and discharge of the Secured Obligations;
- 2.3.2 granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- 2.3.3 granted in respect of all the right, title and interest (if any), present and future of the Acceding Obligor in and to the relevant Secured Asset; and
- 2.3.4 in favour of the Security Trustee.

2.4 First legal mortgages

The Acceding Obligor charges by way of first legal mortgage:

- 2.4.1 the properties described in schedule 1 (*Properties*) to this Deed of Accession;
- 2.4.2 all other interests and estates in freehold, leasehold and commonhold property (other than any Short Leasehold Property)

and, in each case, all Premises and Fixtures on such property for the time being.

2.5 First fixed charges

The Acceding Obligor charges by way of first fixed charge:

- 2.5.1 all other interests and estate in any freehold, leasehold (other than any Short Leasehold Property) or commonhold property;
- 2.5.2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- 2.5.3 the benefit of all other agreements, instruments and rights relating to its Secured Property;
- 2.5.4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- 2.5.5 the Subsidiary Shares together with all Related Rights;
- 2.5.6 the Investments together with all Related Rights;
- 2.5.7 all book and other debts due to the Acceding Obligor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);

- 2.5.8 all monies from time to time standing to the credit of each account held by the Acceding Obligor with any bank, building society, financial institution or other person (each an **Account**);
- 2.5.9 all its Intellectual Property;
- 2.5.10 all its goodwill and uncalled capital;
- 2.5.11 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- 2.5.12 to the extent that any legal mortgage in clause 2.4 is ineffective as a legal mortgage, the assets referred to in that clause.

2.6 Floating charge

The Acceding Obligor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge under clauses 2.4 or 2.5.

2.7 Qualifying floating charge

This Deed of Accession contains a qualifying floating charge and clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed of Accession.

3 CONSENT OF EXISTING CHARGING COMPANIES

The Chargors agree to the terms of this and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 SECURITY POWER OF ATTORNEY

The Acceding Obligor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Obligor is obliged to take under this Deed of Accession or the Debenture but which Acceding Obligor has failed to do. The Acceding Obligor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 NOTICES

The Acceding Obligor confirms that its address details for notices in relation to clause 25 of the Debenture are as follows:

Address: Bramah House, 65 - 71 Bermondsey Street, London, United Kingdom, SE1 3XF

Facsimile: Not applicable

Attention: Christopher Grakal/Ralph Wilson

6 COUNTERPARTS

This Deed of Accession 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 of Accession.

7 INTERCREDITOR DEED

7.1 The rights and obligations of the parties to this Deed of Accession under this Deed of Accession are subject to the provisions of the Intercreditor Deed.

7.2 In the event of a conflict between the terms of this Deed of Accession and the terms of the Intercreditor Deed, the terms of the Intercreditor Deed shall prevail.

8 GOVERNING LAW

Clause 33 (*Governing law*) of the Debenture shall be incorporated in this Deed of Accession as if set out here in full but so that references to the Debenture shall be construed as references to this Deed of Accession.

This Deed of Accession has been entered into as a deed on the date given at the beginning of this Deed of Accession.

SCHEDULE 1

PROPERTIES

SCHEDULE 2

SUBSIDIARY SHARES

SIGNATURES TO THE DEED OF ACCESSION

Company

Acceding Obligor

Executed as a deed by
TEAM 6IX LIMITED
acting by a director in the presence of

)
)
).....
Director

DocuSigned by:
[Redacted]
J439CC9A25A4A2...

DocuSigned by:
[Redacted]
3E530F24A92E46B...

.....
Signature of witness

Name katelyn wiltsee
.....

Address [Redacted]
.....

.....

The Security Trustee

Executed as a deed by
as duly authorised attorney for and on
behalf of **NORTHEDGE CAPITAL LLP** in the presence)
of

)
)
).....
Attorney

DocuSigned by:
[Redacted]
F4C8546DD4B7423

DocuSigned by:
[Redacted]
1125C10010036477

.....
Signature of witness

Name Alexander Richard Griffiths
.....

Address [Redacted]
.....

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