



**Registration of a Charge**

Company name: **ADVANTE LIMITED**

Company number: **00653012**

Received for Electronic Filing: **01/03/2021**



X9ZCPBTF

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**Details of Charge**

Date of creation: **26/02/2021**

Charge code: **0065 3012 0012**

Persons entitled: **BANK OF AMERICA, N.A. (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **HAMZAH HUSSAIN**



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

Company number: 653012

Charge code: 0065 3012 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2021 and created by ADVANTE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2021 .

Given at Companies House, Cardiff on 2nd March 2021

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 made on 26 February 2021.

### Between:

- (1) **Advanté Limited**, a company incorporated in England and Wales with registered number 00653012 (the “**New Chargor**”);
- (2) **Elliott Group Limited** for itself and as agent for and on behalf of each of the existing Chargors (the “**Company**”); and
- (3) **Bank of America, N.A.** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

### Recital:

This Deed is supplemental to a Charge dated 15 February 2018 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Charge**”).

Now this Deed witnesses as follows:

## 1. Interpretation

### 1.1 Definitions

Terms defined in the Charge shall have the same meanings when used in this Deed.

### 1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Charge will be deemed to be set out in full in this Deed, but as if references in those clauses to the Charge were references to this Deed.

## 2. Accession of New Chargor

### 2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Charge with immediate effect and agrees to be bound by all of the terms of the Charge (including, for the avoidance of doubt, Clause 5.3 (*Negative Pledge*) of the Charge) as if it had originally been a party to it as a Chargor.

### 2.2 Covenant to pay

Subject to any limits on its liability specified in the Secured Debt Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their

respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

### **2.3 Fixed Security**

The New Chargor, as continuing security for the full payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee any Bank Account both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge.

### **3. ABL Priority Bank Account Security**

The Security created pursuant to Clauses 2.3 (*Fixed Security*) shall constitute ABL Priority Bank Account Security for the purposes of the Intercreditor Agreement.

### **4. Consent of Existing Chargors**

The existing Chargors have agreed pursuant to clause 17.3 (*Consent of Chargors*) of the Charge to the terms of this Deed and the Company agrees, on behalf of each existing Chargor, that the execution of this Deed will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Charge.

### **5. Construction of Charge**

The Charge and this Deed shall be read together as one instrument on the basis that references in the Charge to “this Deed” or “this Charge” will be deemed to include this Deed.

### **6. Governing Law and Jurisdiction**

This Deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this Deed has been duly executed and delivered on the date first above written.

**Signatories to Security Accession Deed**

**The New Chargor**

**EXECUTED** as a **DEED** by  
**ADVANTE LIMITED**  
acting by

) **REDACTED**  
)  
)

as Director

**REDACTED**

Witness

Name: *Ann Johnston*  
Address: **REDACTED**  
Occupation: *Retired*

**Notice Details:**

**Address:** 10/11 Argent Court Sylvan Way, Southfields Business Park, Basildon,  
SS15 6TH, United Kingdom

**Email:** JamesOMalley@modulairegroup.com

**Attention:** Group General Counsel

**The Company**

**EXECUTED** as a **DEED** by  
**ELLIOTT GROUP LIMITED**  
acting by

) **REDACTED**  
)  
)

as Director

**REDACTED**

Witness

Name:

ANN JOHNSTON

Address:

REDACTED

Occupation:

RETIRED

Notice Details:

Address: Manor Drive, Peterborough, PE4 7AP, United Kingdom

Email: JamesOMalley@modulairgroup.com

Attention: Group General Counsel

**The Security Agent**

SIGNED by

**BANK OF AMERICA, N.A.**

acting by: *Gregory Kress*  
*Senior Vice President*

**REDACTED**

as Authorised Signatory