



Registration of a Charge

Company Name: **BET SECURITY AND COMMUNICATIONS LIMITED**

Company Number: **01707967**



Received for filing in Electronic Format on the: **06/04/2022**

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Details of Charge

Date of creation: **01/04/2022**

Charge code: **0170 7967 0001**

Persons entitled: **CITIBANK, N.A. (AS COLLATERAL AGENT)**

Brief description: **ALL PRESENT AND FUTURE INTELLECTUAL PROPERTY RIGHTS, BUSINESS NAMES, DATABASE RIGHTS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOWHOW AND INTERESTS OF THE COMPANY (WHICH MAY NOW OR IN THE FUTURE SUBSIST), WHETHER REGISTERED OR UNREGISTERED AND THE BENEFIT OF ALL APPLICATIONS AND RIGHTS TO USE SUCH ASSETS.**

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:

PHIL CERNY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1707967

Charge code: 0170 7967 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2022 and created by BET SECURITY AND COMMUNICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2022 .

Given at Companies House, Cardiff on 11th April 2022

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**

I certify that, save for material redacted pursuant to s.859G of the CA 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with s.859A of the CA 2006, is a correct copy of the original security instrument.

Signature: Phil Cerny
Name: Phil Cerny
Title: Solicitor
Date: 04 April 2022

EXECUTION VERSION

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 1 April 2022

BETWEEN:

- (1) The Companies listed in Schedule 1 (*The New Chargors*) (each a “New Chargor” and together the “New Chargors”); and
- (2) Citibank, N.A. as security trustee for itself and the other Secured Parties (the “Collateral Agent”).

RECITAL:

This deed is supplemental to a debenture dated 4 May 2021 between, amongst others, Knowsley SK Holding Limited and Knowsley S.K. Limited as Chargors and the Collateral Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “Debenture”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor 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 as a Chargor.

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Collateral 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.

2.3 Specific Security

- (a) Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral 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:
 - (i) by way of first legal mortgage all Property now belonging to or vested in it (including, but not limited to, any property specified in Schedule 2 (*Properties*)); and

- (ii) by way of fixed charge:
 - (A) all other interests (not charged under Clause 2.3(a)(i)) in any Property and the benefit of all other agreements relating to any Property;
 - (B) all of its rights, title and interest in the Intellectual Property;
 - (C) all of its rights, title and interest in the Equipment;
 - (D) all the Investments, Shares and all corresponding Related Rights (including, but not limited to, any shares specified in Schedule 3 (*Shares and Investments*));
 - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (G) all monies from time to time standing to the credit of the Operating Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Operating Accounts (including, but not limited to, any bank accounts specified in Schedule 4 (*Bank Accounts*));
 - (H) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
 - (I) its goodwill and uncalled capital;
 - (J) the Insurance Policies (including, but not limited, to any material insurance policies listed in Schedule 5 (*Material Insurance Policies*)); and
 - (K) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by each New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

2.4 Security Assignment

- (a) Subject to Clause 2.4(b) below, as further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in:
 - (i) the Insurance Policies; and
 - (ii) the Assigned Agreements,

(subject in each case to reassignment by the Collateral Agent to each New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations).

(b) Prior to the occurrence of a Relevant Event:

- (i) each New Chargor shall be entitled to exercise all of its rights, powers and discretions, and deal with all counterparties, under the Insurance Policies and/or Assigned Agreements; and
- (ii) any payments received by the Collateral Agent under or in respect of the Insurance Policies and/or Assigned Agreements by virtue of this deed shall be paid by the Collateral Agent to the relevant New Chargor.

2.5 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

2.6 Assets excluded from Security

- (a) There shall be excluded from the charge created by Clause 2.3 (*Specific Security*), any assignment under Clause 2.4 (*Security Assignment*) and from the operation of Clause 3.4 (*Conversion of floating charge*) of the Debenture, all assets which are expressed not to be intended to be the subject of any Security under and in accordance with the Credit Agreement or the Agreed Security Principles.
- (b) Each New Chargor shall use its commercially reasonable efforts to obtain any consent required to secure, charge, assign or pledge any Investments, Shares and all corresponding Related Rights not otherwise the subject of any Security as a consequence of Clause 2.6(a).

3. NEGATIVE PLEDGE

No New Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
 - (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.5(a) (*Floating Charge*) on arm's length terms in the ordinary course of business) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,
- except as permitted or not otherwise prohibited by the Loan Documents or with the prior consent of the Collateral Agent.

4. **REPRESENTATIONS AND WARRANTIES**

Without prejudice to Clause 5 (*Representations and Warranties*) of the Debenture, each New Chargor makes the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the Debenture on the date of this deed by reference to the facts and circumstances then existing on such date.

5. **CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

6. **PROTECTION OF SECURITY**

- (a) Each New Chargor shall:
 - (i) within 15 Business Days of the date of this deed, in respect of the Shares and Investments owned by that New Chargor on the date of this deed; and
 - (ii) within 10 Business Days of its acquisition of any Shares and Investments (or such later date as the Collateral Agent may agree),

deposit with the Collateral Agent (or as it shall direct) all stocks and share certificates and other documents of title relating to such Shares and Investments together with stock transfer forms executed in blank and left undated on the basis that the Collateral Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following a Relevant Event to complete, under its power of attorney given in the Debenture or in this deed, the stock transfer forms on behalf of the relevant New Chargor in favour of itself or such other person as it shall select.
- (b) Notwithstanding clause (a) above, if any share certificates and other documents of title in respect of the applicable Shares or Investments have been sent to HM Revenue and Customs or any other regulatory or government body then the relevant New Chargor shall deposit with the Collateral Agent (or as it shall direct) such certificates and other documents of title within 10 Business Days following their return by HM Revenue and Customs or such other regulatory or government body.
- (c) The Collateral Agent may retain any document delivered to it under this Clause 6 or otherwise until the security created under the Debenture or this deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant New Chargor require that the document be redelivered to it subject to the terms of clause (a) above and the relevant New Chargor shall promptly comply (or procure compliance) with that notice.
- (d) Any document required to be delivered to the Collateral Agent under this Clause 6 which is for any reason not so delivered or which is released by the Collateral Agent to the relevant New Chargor shall be held on trust by the relevant New Chargor for the Collateral Agent.

7. **DESIGNATION AS A LOAN DOCUMENT**

This deed is designated as a Loan Document.

8. **FAILURE TO EXECUTE**

Failure by one or more parties (“Non-Signatories”) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

9. **NOTICES**

Any communication to be made under or in connection with this deed shall be made in accordance with section 11.02 (*Notices and Other Communications; Facsimile Copies*) of the Credit Agreement.

10. **GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.
- (b) Clauses 26(b) and 26(c) (*Governing Law and Jurisdiction*) of the Debenture are incorporated in this deed *mutatis mutandis*.

IN WITNESS whereof this deed has been duly executed as a deed and is delivered on the date first above written.

SCHEDULES TO DEED OF ACCESSION**SCHEDULE 1****THE NEW CHARGORS**

Name of Chargor	Registered Number	Registered Address
Chubb Limited	04034666	Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ
Chubb Group Limited	00585729	Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ
Chubb International Holdings Limited	00017652	Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ
Chubb Fire Limited	00134210	Littleton Road, Ashford, Middlesex, TW15 1TZ
Chubb Group Security Limited	02985115	Littleton Road, Ashford, Middlesex, TW15 1TZ
Chubb Fire & Security Limited	00524469	Littleton Road, Ashford, Middlesex, TW15 1TZ
Frontline Security Solutions Limited	03534789	Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ
Chubb (NI) Limited	00373935	Littleton Road, Ashford, Middlesex, TW15 1TZ
Security Monitoring Centres Limited	00318215	Littleton Road, Ashford, Middlesex, TW15 1TZ
Mentor Business Systems Limited	01892391	Littleton Road, Ashford, Middlesex, TW15 1TZ
BET Security and Communications Limited	01707967	Chubb House, Shadsworth Road, Blackburn, England, BB1 2PR
Chubb Systems Limited	00715168	Chubb House, Shadsworth Road, Blackburn, Lancashire, United Kingdom, BB1 2PR

SCHEDULE 2

PROPERTIES

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Chubb Systems Limited	Lancashire, Blackburn with Darwen	Land at Chubb Systems Limited, Shadsworth Road, Blackburn, BB1 2PR	Freehold	LA399617

SCHEDULE 3

SHARES AND INVESTMENTS

Name in which the shares are held	Name of company issuing shares	Number and class of shares
Chubb Limited	Chubb Group Limited	828,923,085 ordinary shares of £0.14 each
Chubb Group Limited	Chubb International Holdings Limited	162,765,446 ordinary shares of £0.20 each
Chubb Group Limited	Chubb Fire Limited	19,400,001 ordinary shares of £0.25 each
Chubb Group Limited	Chubb Fire Limited	460,000 5.5% cumulative preference shares of £1 each
Chubb Group Limited	Chubb Group Security Limited	472,521,006 ordinary shares of £1 each
Chubb Group Limited	Chubb Group Security Limited	1 non-voting share of £1 each
Chubb Group Security Limited	Chubb (NI) Limited	5,000 ordinary shares of £1 each
Chubb Group Security Limited	Chubb Fire & Security Limited	1,004 ordinary shares of £1 each
Chubb Group Security Limited	Security Monitoring Centres Limited	5,790,001 ordinary shares of £1 each
Chubb Group Security Limited	BET Security and Communications Limited	37,958,448 ordinary shares of £0.10 each
Chubb Fire & Security Limited	Frontline Security Solutions Limited	327 ordinary shares of £1 each
Security Monitoring Centres Limited	Mentor Business Systems Limited	100 ordinary shares of £1 each
BET Security and Communications Limited	Chubb Systems Limited	6,064,103 ordinary shares of £0.50 each

SCHEDULE 4

BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Chubb Group Limited	HSBC Bank plc 27 – 32 Poultry London EC2P 2BX	REDACTED	REDACTED

SCHEDULE 5

MATERIAL INSURANCE POLICIES

None at the date of this deed.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
CHUBB LIMITED acting by:

ROBERT SLOSS

Director: REDACTED

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: P.A.

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
CHUBB GROUP LIMITED acting by:

ROBERT SLOSS

Director: REDACTED

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: P.A.

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
CHUBB INTERNATIONAL HOLDINGS LIMITED acting by:

ROBERT SLOSS

REDACTED

Director: _____

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: P.A.

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by CHUBB FIRE LIMITED
acting by Robert Sloss, duly authorised by Chubb
Management Services Limited to sign on its behalf as a
director of Chubb Fire Limited:

Director: **REDACTED**
_____ Robert Sloss _____

Witness: **REDACTED** _____

Name: DEBORAH YEATES

Address: **REDACTED**

Occupation: P.A.

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
CHUBB GROUP SECURITY LIMITED acting by:

ROBERT SLOSS

Director: REDACTED

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: PA

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
CHUBB FIRE & SECURITY LIMITED acting by
Robert Sloss, duly authorised by Chubb Management
Services Limited to sign on its behalf as a director of
Chubb Fire & Security Limited:

Director: **REDACTED**
_____ Robert Sloss _____

Witness: **REDACTED**

Name: DEBRAH YEATES

Address: **REDACTED**

Occupation: PA

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
FRONTLINE SECURITY SOLUTIONS LIMITED acting by:

CRAIG LINDS

Director:

REDACTED

Witness:

REDACTED

Name:

LAURA WILCOX

Address:

REDACTED

Occupation:

PARALEGAL

Notice Details

Address:

Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email:

Robert.Sloss@chubb.co.uk

Attention:

Robert Sloss

EXECUTED as a DEED by CHUBB (NI) LIMITED
acting by Robert Sloss, duly authorised by Chubb
Management Services Limited to sign on its behalf as a
director of Chubb (NI) Limited:

Director: REDACTED
 Robert Sloss

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: P.A. -

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
SECURITY MONITORING CENTRES LIMITED acting by:

CRANE TAYLOR

Director: _____

REDACTED

Witness: _____

REDACTED

Name: _____

LAURA NICHOL

Address: _____

REDACTED

Occupation: _____

PARALEGAL

Notice Details

Address: _____

Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: _____

Robert.Sloss@chubb.co.uk

Attention: _____

Robert Sloss

EXECUTED as a DEED by
MENTOR BUSINESS SYSTEMS LIMITED acting by
Robert Sloss, duly authorised by Chubb Management
Services Limited to sign on its behalf as a director of
Mentor Business Systems Limited:

Director: REDACTED
 Robert Sloss

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: P.A.

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
BET SECURITY AND COMMUNICATIONS LIMITED acting by:

Director: REDACTED ROBERT SLOSS

Witness: REDACTED

Name: DEBORAH YEATES

Address: REDACTED

Occupation: P.A.

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

EXECUTED as a DEED by
CHUBB SYSTEMS LIMITED acting by Robert Sloss,
duly authorised by Chubb Management Services Limited
to sign on its behalf as director of Chubb Systems
Limited:

Director: **REDACTED**
Robert Sloss

Witness: **REDACTED**

Name: **DEBORAH YEATES**

Address: **REDACTED**

Occupation: **P.A.**

Notice Details

Address: Oak House, Littleton Road, Ashford, Middlesex, England, TW15 1TZ

Email: Robert.Sloss@chubb.co.uk

Attention: Robert Sloss

THE COLLATERAL AGENT

CITIBANK, N.A.
as Collateral Agent

REDACTED

By: _____

Name: _____

Nathaniel Donohue

Title: _____

Director & Vice President