



**Registration of a Charge**

Company Name: **THE ROMANS GROUP (UK) LIMITED**

Company Number: **02161874**



Received for filing in Electronic Format on the: **03/05/2022**

XB384UKY

**Details of Charge**

Date of creation: **26/04/2022**

Charge code: **0216 1874 0012**

Persons entitled: **GLAS TRUST CORPORATION LIMITED FOR ITSELF AND ON BEHALF OF THE SECURITY AGENT, AS DEFINED IN THE INSTRUMENT**

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 ELECTRONIC INSTRUMENT.**

Certified by: **KASSIA LEWIS-DEBOOS, PAUL HASTINGS (EUROPE) LLP**



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

Company number: 2161874

Charge code: 0216 1874 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2022 and created by THE ROMANS GROUP (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2022 .

Given at Companies House, Cardiff on 4th May 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**

## SECURITY ACCESSION DEED

**THIS SECURITY ACCESSION DEED** is made on 26 April 2022

### **BETWEEN:**

1. The entities listed in Schedule 1 (each a “**New Chargor**” and together the “**New Chargors**”); and
2. **GLAS TRUST CORPORATION LIMITED** as security agent for itself and the other Secured Parties (the “**Security Agent**”).

### **RECITAL:**

This deed is supplemental to a debenture dated 24 January 2022 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”).

**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 1.6 (*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 CHARGOR**

##### **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 and not only as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that, subject to any limits on its liability specified in the Secured Debt Documents, it will on demand pay and discharge the Secured Obligations when they fall due for payment in accordance with their respective terms.

##### **2.3 Specific Security**

Each New Chargor, as continuing security for the payment and discharge 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 by way of fixed charge:

- (a) all the Shares and all dividends, interest and other income paid or payable in respect of those Shares and all corresponding Related Rights and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
- (b) all Intercompany Receivables and all Related Rights (in each case, except to the extent effectively assigned pursuant to clause 2.4 (*Security Assignment*) below; and
- (c) all monies standing to the credit of the Accounts and all Related Rights and all of its rights, title and interest in relation to those accounts.

## 2.4 **Security Assignment**

Subject to Clause 3.5 (*Property restricting Charging*) of the Debenture, as further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee by way of security to the Security Agent all its rights, title and interest in the Intercompany Receivables, subject to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon the satisfaction of the Release Condition.

## 2.5 **Floating charge**

- (a) Subject to Clause 3.5 (*Property restricting Charging*) of the Debenture, as further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security 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.

## 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; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 2.5 (*Floating Charge*) on arm's length terms in the ordinary course of trading) 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;

except as expressly permitted by any Secured Debt Document or with the prior consent of the Security Agent.

4. **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.

5. **DESIGNATION AS A SECURED DEBT DOCUMENT**

This deed is designated as a Secured Debt Document.

6. **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.

7. **GOVERNING LAW**

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.

**IN WITNESS** whereof this deed has been duly executed on the date first above written.

**SCHEDULE 1**  
**NEW CHARGORS**

<b>Company Name</b>	<b>Registered Number</b>	<b>Jurisdiction of Incorporation</b>
Gibbs Gillespie Sales Limited	08786708	England & Wales
Leaders Lettings Trading Limited	05476878	England & Wales
Leaders Limited	01690574	England & Wales
LRG Employees Limited	10854720	England & Wales
Portico Property Limited	04971609	England & Wales
Romans 3 Limited	08653616	England & Wales
Scott Fraser Limited	05480849	England & Wales
The Leaders Romans Bidco Limited	09797397	England & Wales
The Romans Group (UK) Limited	02161874	England & Wales

## SCHEDULE 2

### SHARES

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
The Leaders Romans Bidco Limited	LRG Employees Limited	100 ordinary shares of £1.00 each
Romans 3 Limited	The Romans Group (UK) Limited	12,415,123 ordinary shares of £0.001 each
Leaders Lettings Trading Limited	Leaders Limited	100,000 ordinary shares of £0.01 each
Leaders Limited	Portico Property Limited	2070 ordinary shares of £0.001 each
The Romans Group (UK) Limited	Gibbs Gillespie Sales Limited	100 subscriber shares of £1.00 each
Leaders Limited	Scott Fraser Limited	300 A ordinary shares of £1.00 each 25 B ordinary shares of £1.00 each 75 C ordinary shares of £1.00 each

### **SCHEDULE 3**

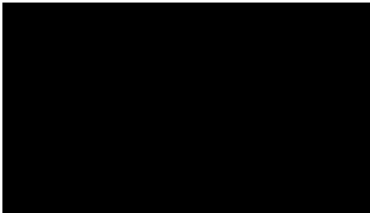
#### **INTERCOMPANY RECEIVABLES**

None documented as at the date of this Debenture.



## SCHEDULE 4

### ACCOUNTS

<b>Name of Chargor</b>	<b>Name of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code/IBAN</b>
Leaders Limited	Natwest		
Portico Property Limited	Virgin Money		
Portico Property Limited	Virgin Money		
The Romans Group (UK) Limited	Natwest		
The Leaders Romans Bidco Limited	Natwest		

**SIGNATORIES TO DEED OF ACCESSION**

**THE NEW CHARGORS**

**EXECUTED as a DEED by**

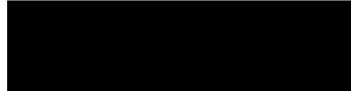
**GIBBS GILLESPIE SALES LIMITED acting by:**

Director signature: \_\_\_\_\_



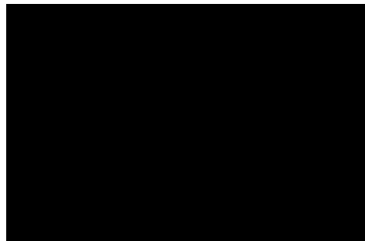
Director Name: Paul Leonard Aitchison

Witness: \_\_\_\_\_




Name: Abbie Green

Address: \_\_\_\_\_




Occupation: Senior exec Assistant

**EXECUTED as a DEED by**  
**LEADERS LETTINGS TRADING LIMITED** acting by:

Director signature: 

Director Name: Paul Leonard Aitchison

Witness: 

Name: Abbie Green

Address: 

Occupation: Senior Exec Assistant

**EXECUTED as a DEED by  
LEADERS LIMITED acting by:**

Director signature: \_\_\_\_\_



Director Name: Paul Leonard Aitchison

Witness: \_\_\_\_\_



Name: \_\_\_\_\_

Abbie Green


Address: \_\_\_\_\_




Occupation: \_\_\_\_\_

Senior Exec Assistant

**EXECUTED as a DEED by**  
**LRG EMPLOYEES LIMITED** acting by:

Director signature:  \_\_\_\_\_

Director Name: Paul Leonard Aitchison


Witness:  \_\_\_\_\_

Name: Abbie Green

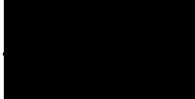
Address: 

Occupation: Senior Exec Assistant

**EXECUTED as a DEED by**  
**PORTICO PROPERTY LIMITED** acting by:

Director signature:  \_\_\_\_\_

Director Name: Paul Leonard Aitchison


Witness:  \_\_\_\_\_

Name: Abbie Green

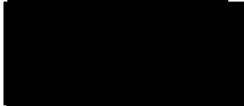
Address: 

Occupation: Senior Exec Assistant

**EXECUTED as a DEED by**  
**ROMANS 3 LIMITED** acting by:

Director signature: \_\_\_\_\_

Director Name: Paul Leonard Aitchison


Witness: \_\_\_\_\_

Name: Albie Green


Address: 

Occupation: Senior Exec Assistant

**EXECUTED as a DEED by**  
**THE LEADERS ROMANS BIDCO LIMITED** acting by:

Director signature: 

Director Name: Paul Leonard Aitchison

Witness: 


Name: Tibbie Green

Address: 

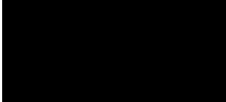
Occupation: Senior Exec Assistant




**EXECUTED as a DEED by**  
**THE ROMANS GROUP (UK) LIMITED** acting by:

Director signature: 

Director Name: Paul Leonard Aitchison

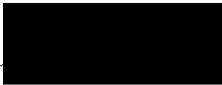
Witness: 

Name: Abbie Green


Address: 

Occupation: Senior Exec Assistant

**EXECUTED as a DEED by**  
**SCOTT FRASER LIMITED** acting by:

Director signature: \_\_\_\_\_

Director Name: Paul Leonard Aitchison

Witness: \_\_\_\_\_

Name: Robbie Green

Address: 

Occupation: Senior Exec Assistant

**THE SECURITY AGENT**

**SIGNED** by

**GLAS TRUST CORPORATION LIMITED**

As Security Agent



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Name: **Lux Jega**

Title: **Transaction Manager**