

MR01

Particulars of a charge

700702/13

Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.comp

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT**
You may not use this for
register a charge where
instrument Use form MF

SATURDAY



A06 31/01/2015 #257
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

✓ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 2 3 4 3 7 6 0

Company name in full ACCESS UK LTD

For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 8 m 0 m 1 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LLOYDS BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The Intellectual Property registered under TM number 2537087; Jurisdiction/apparent status: United Kingdom/Granted, Classes:9, Mark text:SELECTPAY logo and the Intellectual Property as further described in Schedule 2 to the Accession Deed against the name of the Company as being charged by the Company.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X DVA PIPER UK LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name DENISE PHILLIPS

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2343760

Charge code: 0234 3760 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2015 and created by ACCESS UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2015

X

Given at Companies House, Cardiff on 4th February 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 30/1/2015

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

DATED

28 January

2015

(1) EACH COMPANY LISTED IN SCHEDULE 1
as an Acceding Company

(2) ACCOLADE MIDCO LIMITED
as Parent

(3) LLOYDS BANK PLC
as Security Agent

ACCESSION DEED

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THIS ACCESSION DEED is made on

28 January

2015

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) ACCOLADE MIDCO LIMITED (the "Parent"), and
- (3) LLOYDS BANK PLC (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent")

BACKGROUND

This Accession Deed is supplemental to a debenture dated 27 January 2015 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

1.2 Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2. ACCESSION OF THE ACCEDING COMPANY

2.1 Accession

Each Acceding Company

- (a) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (b) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

2 3 Charge and assignment

Without prejudice to the generality of clause 2 1 (*Accession*), each Acceding Company with full title guarantee (subject to any Permitted Security), charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (a) by way of first legal mortgage all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)),
- (b) by way of first fixed charge
 - (i) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)), together with
 - (ii) all Related Rights from time to time accruing to them,
- (c) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts,
- (d) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)),
- (e) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (f) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)), all claims under the Insurances and all proceeds of the Insurances

2 4 Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2 4 to the Security Agent and to each other Secured Party as at the date of this Accession Deed

- (a) subject to any Permitted Security, each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*),

- (b) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company, and
- (c) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than any Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed

2.5 Consent

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (a) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed, and
- (b) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent

SCHEDULE 1: THE ACCEDING COMPANIES

Company name	Registered number	Registered office
Ingleby (1863) Limited	7564788	The Old School School Lane Stratford St Mary Colchester C07 6LZ
Ingleby (1861) Limited	7509662	The Old School School Lane Stratford St Mary Colchester C07 6LZ
Access UK Ltd	2343760	The Old School School Lane Stratford St Mary Colchester C07 6LZ
Access Technology Group Limited	5575609	The Old School School Lane Stratford St Mary Colchester C07 6LZ
Stratogen Internet Limited	7058077	30 New Road Brighton East Sussex BN1 1BN

SCHEDULE 2: DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES

Part 1: Real Property

Registered land				
Acceding Company	Address	Administrative Area		Title number
N/A	N/A	N/A		N/A
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
N/A	N/A	N/A	N/A	N/A

Part 2: Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Ingleby (1861) Limited	Access Technology Group Limited	Ordinary Shares	131,864,553	£21,098 33
Ingleby (1861) Limited	Access Technology Group Limited	Ordinary Shares A	131,262,500	£21,002
Access Technology Group Limited	Access UK	Ordinary Shares	26,392	£26,392
Access Technology Group Limited	Select Software UK Limited	Ordinary Shares	14,872	14872
Access Technology Group Limited	Select Software UK Limited	Ordinary Shares A	162	162
Access Technology Group Limited	Armstrong Consultants Limited	Ordinary Shares	160	160
Access Technology Group Limited	Access Accounting Limited	Ordinary Shares	1	1
Access UK Limited	Asyst Solutions Limited	Ordinary Shares	266,705	266,705
Access UK Limited	Access Supply Chain Limited	Ordinary Shares	1,024	1,024
Access UK Limited	StratoGen Internet	Ordinary Shares A	880	880

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
	Limited			
Access UK Limited	StratoGen Internet Limited	Ordinary Shares B	80	80
Access UK Limited	Delta Software Limited	Ordinary Shares	1,000	1000
Access UK Limited	ThankQ Limited	Ordinary Shares A	50	50
Access UK Limited	ThankQ Limited	Ordinary Shares B	50	50
Access UK Limited	ThankQ Limited	Ordinary Shares C	6	6
Access UK Limited	TeamSeer Limited	Ordinary Shares A	850	850
Access UK Limited	TeamSeer Limited	Ordinary Shares B	850	850
Access UK Limited	TeamSeer Limited	Ordinary Shares C	300	300
Access UK Limited	PeoplePlanner Limited	Ordinary Shares	10,000	10000
Access UK Limited	Factormaster Limited	Ordinary Shares	10,000	10000
Access UK Limited	Scopar Limited	Ordinary Shares	10,000	10000
Access UK Limited	Compete I T Limited	Ordinary Shares	2	2
Access UK Limited	Production Modelling Limited	Ordinary Shares	450	450
Access UK Limited	Production Modelling Limited	Ordinary Shares A	50	50
Access UK Limited	Business Applications Systems Solutions Ltd	Ordinary Shares	100	100
Access UK Limited	ActionFile Ltd	Ordinary Shares A	100	100
Access UK Limited	ActionFile Ltd	Ordinary Shares B	50	50
Access UK Limited	ActionFile Ltd	Ordinary Shares C	5	5
Access UK Limited	First Software (Holdings) Limited	Ordinary Shares	100	100
Ingleby (1863) Limited	Ingleby (1861) Limited	Ordinary Shares	2	£2 00
StratoGen Internet Limited	StratoGen Inc	Ordinary Shares	1500	1500

Part 3: Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Access UK Ltd	48[REDACTED]34	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Access UK Ltd	27[REDACTED]42	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Access UK Ltd	28[REDACTED]22	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Access UK Ltd	140/01/30[REDACTED]42 NXNFBXGH-USD01	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Access UK Ltd	550/00/30[REDACTED]67 NXNFF JDD-EUR00	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Access UK Ltd	01[REDACTED]11	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED]
Access UK Ltd	'01[REDACTED]68	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED]
Access UK Ltd	86[REDACTED]27	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED]
Access UK Ltd	11[REDACTED]67	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Business Park, Kent, ME8 OLS [REDACTED]
Access Technology Group	'02 [REDACTED] 38	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED]
Access Technology Group	27 [REDACTED] 52	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Access Technology Group	27 [REDACTED] 60	NatWest	Royal Bank of Scotland, Corporate Service Centre, Audits Team, 2nd Floor Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN [REDACTED]
Ingleby (1863) Limited	'01 [REDACTED] 14	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED] [REDACTED]
Ingleby (1861) Limited	'01 [REDACTED] 19	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED] [REDACTED]
Ingleby (1861) Limited	'01 [REDACTED] 10	Lloyds Bank plc	The Manager, Lloyds Bank plc, PO Box 72, Bailey Drive , Gillingham Business Park, Kent, ME8 OLS [REDACTED] [REDACTED]
StratoGen Internet Limited	77 [REDACTED] 55	Barclays Bank PLC	139-142 North Street, Brighton, East Sussex BN1 1RU [REDACTED]
StratoGen Internet Limited	23 [REDACTED] 24	Barclays Bank PLC	139-142 North Street, Brighton, East Sussex BN1 1RU [REDACTED]
StratoGen Internet Limited	93 [REDACTED] 86	Barclays Bank PLC	139-142 North Street, Brighton, East Sussex BN1 1RU [REDACTED]

Part 4: Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Access UK Ltd	2537087	United Kingdom/Granted	9	SELECTPAY logo
Access UK Ltd (transferred 19-May-14)	2504638	United Kingdom/Granted	9	SELECT HR logo
Access Technology Group Limited	11327087	European Community Trade Mark /Granted	9,35 and 42	Access aCloud logo
Access Technology Group Limited	11739331	European Community Trade Mark/ Granted	9,35 and 42	ACCESS INSIGHT
Access Technology Group Limited	12959136	European Community Trade Mark/ Pending	9, 35, 42	aCloudPeople
Access Technology Group Limited	12959193	European Community Trade Mark/ Pending	9, 35 & 42	aCloudExpense
Access Technology Group Limited	012959185	European Community Trade Mark/ Pending	9, 35 & 42	aCloudTeamSeer
Access UK Ltd	2608505	United Kingdom/Granted	38	ENTERPRISE GROUP MESSAGING
Access UK Ltd	2504634	United Kingdom/Granted	9	SELECT CRM logo Series of 2
Part 4B - Patents				
Proprietor/ADP number	Patent number		Description	
N/A	N/A		N/A	

Part 5: Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Access UK Ltd	28 November 2014	Stephen Spink, Karl Robinson and Access UK Ltd	Sale and Purchase Agreement relating to the issued share capital of StratoGen Internet Limited

Part 6: Insurances

Acceding Company	Insurer	Policy number	Type of policy
Access UK Ltd	Hiscox Insurance Company Limited	HU PI6 1888845	Commercial Combined
Ingleby (1863) Limited	Hiscox Insurance Company Limited	HU PI6 1888845	Commercial Combined
Stratogen Internet Limited	Hiscox Insurance Company Limited	HU PI6 1888845	Commercial Combined
Access UK Ltd	Hiscox Insurance Company Limited	HU PI6 9157126	Cyber Liability
Ingleby (1861) Limited	Hiscox Insurance Company Limited	HU PI6 9157126	Cyber Liability
Access Technology Group Limited	Hiscox Insurance Company Limited	HU PI6 9157126	Cyber Liability
Stratogen Internet Limited	Hiscox Insurance Company Limited	HU PI6 9157126	Cyber Liability
Access UK Ltd	Hiscox Insurance Company Limited	HU PI61879720	Professional Indemnity
Ingleby (1861) Limited	Hiscox Insurance Company Limited	HU PI61879720	Professional Indemnity
Access Technology Group Limited	Hiscox Insurance Company Limited	HU PI61879720	Professional Indemnity
Stratogen Internet Limited	Hiscox Insurance Company Limited	HU PI61879720	Professional Indemnity

Acceding Company	Insurer	Policy number	Type of policy
Ingleby (1863) Limited	Chubb Insurance Company of Europe SE	82309269C	Directors and officers liability
Access UK Ltd	Chubb Insurance Company of Europe SE	82309269C	Directors and officers liability
Ingleby (1861) Limited	Chubb Insurance Company of Europe SE	82309269C	Directors and officers liability
Access Technology Group Limited	Chubb Insurance Company of Europe SE	82309269C	Directors and officers liability
Stratogen Internet Limited	Chubb Insurance Company of Europe SE	82309269C	Directors and officers liability
Access UK Ltd	Accident & Health Underwriting Limited	GABT5621_0	Business Travel and Personal Accident
Ingleby (1861) Limited	Accident & Health Underwriting Limited	GABT5621_0	Business Travel and Personal Accident
Access Technology Group Limited	Accident & Health Underwriting Limited	GABT5621_0	Business Travel and Personal Accident
Ingleby (1863) Limited	Accident & Health Underwriting Limited	GABT5621_0	Business Travel and Personal Accident
Stratogen Internet Limited	Accident & Health Underwriting Limited	GABT5621_0	Business Travel and Personal Accident
Access UK Ltd	Catlin Insurance Company (UK) Ltd	MDFLT000465	Motor Fleet
Access Technology Group Limited	Catlin Insurance Company (UK) Ltd	MDFLT000465	Motor Fleet
Access UK Ltd	Lorega Ltd (underwritten in Lloyds)	330451/501607 502213	Loss Recovery
Ingleby (1861) Limited	Lorega Ltd (underwritten in Lloyds)	330451/501607 502213	Loss Recovery
Access Technology Group	Lorega Ltd (underwritten in Lloyds)	330451/501607 502213	Loss Recovery

Acceding Company	Insurer	Policy number	Type of policy
Limited			
Ingleby (1863) Limited	Lorega Ltd (underwritten in Lloyds)	330451/501607 502213	Loss Recovery
Stratogen Internet Limited	Lorega Ltd (underwritten in Lloyds)	330451/501607 502213	Loss Recovery
Stratogen Internet Limited	QBE Insurance (Europe) Limited and AXA Insurance UK PLC	GMQT874741XB	

EXECUTION PAGES

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
INGLEBY (1863) **LIMITED**)
acting by)



Director Adam Brown
Witness signature [Redacted]
Witness name Patrick Moore
Witness address: 65 Gresham Street
London

Address TA Associates (UK), LLP
3rd Floor, Devonshire House
1 Mayfair Place
London
W1J 8AJ
United Kingdom

Facsimile No. +44 20 7823 0201

Attention. Morgan Siegler (mseigler@ta.com),
with copies to Jeremy Drean
(jdrean@ta.com) and Michelle Mendones
(mmendones@ta.com)

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
INGLEBY (1861) LIMITED)
acting by)



Director Adam Brown
Witness signature [Redacted]
Witness name Patrick Moore
Witness address 85 Grosvenor Street
London

Address TA Associates (UK), LLP
3rd Floor, Devonshire House
1 Mayfair Place
London
W1J 8AJ
United Kingdom

Facsimile No. +44 20 7823 0201

Attention Morgan Siegler (mseigler@ta.com),
with copies to Jeremy Dreaan
(jdreaan@ta.com) and Michelle Mendones
(mmendones@ta.com)

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first date specified on page 1, by)
ACCESS UK LTD)
acting by)



Director Adam Brown
Witness signature [Redacted]
Witness name Patrick Moore
Witness address: 65 Grosvenor Street
London

Address: TA Associates (UK), LLP
3rd Floor, Devonshire House
1 Mayfair Place
London
W1J 8AJ
United Kingdom

Facsimile No +44 20 7823 0201

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with copies to Jeremy Drean
(jdrean@ta.com) and Michelle Mendones
(mmendones@ta.com).

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
ACCESS TECHNOLOGY GROUP)
LIMITED)
acting by



Director

Adam Brown

Witness signature



Witness name

Patrick Moore

Witness address

65 Grosvenor Street
London

Address TA Associates (UK), LLP
3rd Floor, Devonshire House
1 Mayfair Place
London
W1J 8AJ
United Kingdom

Facsimile No +44 20 7823 0201

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(jdreaan@ta.com) and Michelle Mendones
(mmendones@ta.com)

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first date specified on page 1, by)
STRATOGEN INTERNET LIMITED acting)
by)

[REDACTED]

Director Adam Brown
Witness signature [REDACTED]
Witness name Patrick Moore
Witness address 65 Gresham Street
London

Address TA Associates (UK), LLP
3rd Floor, Devonshire House
1 Mayfair Place
London
W1J 8AJ
United Kingdom

Facsimile No +44 20 7823 0201

Attention Morgan Siegler (mseigler@ta.com),
with copies to Jeremy Dreaan
(jdreaan@ta.com) and Michelle Mendones
(mmendones@ta.com)

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1,)
by **ACCOLADE MIDCO LIMITED**)
acting by.)



Director

Christopher Payne

Witness signature

A black rectangular redaction mark covering a signature.

Witness name

Patrick Moore

Witness address

65 Grosvenor St.
London

Address

TA Associates (UK), LLP
3rd Floor, Devonshire House
1 Mayfair Place
London
W1J 8AJ
United Kingdom

Facsimile No +44 20 7823 0201

Attention:

Morgan Siegler (mseigler@ta.com),
with copies to Jeremy Dreaan
(jdreaan@ta.com) and Michelle Mendones
(mmendones@ta.com)

THE SECURITY AGENT


Signed by  for)
and on behalf of KEITH GREEN)

LLOYDS BANK PLC

Address: 25 Gresham Street
London
EC2V 7HN

Facsimile No: 44 (0) 20 7158 3198

Attention: Peter Irvine/Agency

 Signature
KEITH GREEN