



**Registration of a Charge**

Company Name: **ACCESS UK LTD**

Company Number: **02343760**



XBHDL2Z5

Received for filing in Electronic Format on the: **23/11/2022**

**Details of Charge**

Date of creation: **21/11/2022**

Charge code: **0234 3760 0017**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **N/A**

**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: **SHEARMAN & STERLING (LONDON) LLP**



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

Company number: 2343760

Charge code: 0234 3760 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st November 2022 and created by ACCESS UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2022 .

Given at Companies House, Cardiff on 24th November 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 21 November 2022

### Between:

- (1) The companies set out in Schedule 2 (*New Chargors*) (together, the “**New Chargors**”);
- (2) **ARMSTRONG BIDCO LIMITED** for itself and as agent for and on behalf of each of the existing Chargors (“the **Company**”); and
- (3) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

### Recital:

This deed is supplemental to a Debenture dated 24 June 2022 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended 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 meanings when used in this deed.

##### 1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) 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 were references to this deed.

#### 2. Accession of New Chargors

##### 2.1 Accession

Each of the New Chargors agrees to be an Additional 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, in each case in respect of those of its assets specified herein.

##### 2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each of the New Chargors 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 – Shares

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each of the New Chargors, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its Shares (including, without limitation, as specified in Schedule 1 (*Shares*)) and all corresponding Related Rights, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge.

2.3 Floating Charge

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the full 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 not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security – Shares*) above.

**3. Consent of Existing Chargors**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

**4. Construction of Debenture**

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” will be deemed to include this deed.

**5. 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.

*[The rest of this page has been deliberately left blank.]*

**SCHEDULE 1**  
**Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class</b>
Armstrong Bidco Limited	Access Technology Group Limited	131,864,553 ordinary shares of GBP 0.00016 each
Armstrong Bidco Limited	Access Technology Group Limited	131,262,500 A ordinary shares of GBP 0.00016 each
Access Technology Group Limited	Access UK Ltd	26,392 ordinary shares of GBP 1 each
Access UK Ltd	WFL Media Ltd	263,118 ordinary shares of GBP 0.01 each

**SCHEDULE 2**  
**New Chargors**

<b>Company</b>	<b>Registered Number</b>	<b>Address</b>	<b>Email</b>	<b>Attention</b>
Access Technology Group Limited	05575609	The Old School, School Lane, Stratford St Mary, Colchester, Essex, United Kingdom, CO7 6LZ		Rob Binns / Tom Cornwell / Steve Smith
Access UK Ltd	02343760	The Old School, School Lane, Stratford St Mary, Colchester, Essex, United Kingdom, CO7 6LZ		Rob Binns / Tom Cornwell / Steve Smith
WFL Media Ltd	07076964	The Old School, School Lane, Stratford St Mary, Colchester, Essex, United Kingdom, CO7 6LZ		Rob Binns / Tom Cornwell / Steve Smith

SIGNATORIES TO SECURITY ACCESSION DEED

THE NEW CHARGORS

EXECUTED as a DEED by  
ACCESS TECHNOLOGY  
GROUP LIMITED  
and signed on its behalf by

)  
)  
)  
)


[Redacted Signature]

Director

[Redacted Signature]

Director

**EXECUTED** as a **DEED** by )  
**ACCESS UK LTD** )  
and signed on its behalf by )



Director



Director



**EXECUTED** as a **DEED** by  
**WFL MEDIA LTD**  
and signed on its behalf by

)  
)  
)



Director



Director

**THE SECURITY AGENT**

**EXECUTED** as a **DEED** by )  
**GLAS TRUST CORPORATION LIMITED** )  
and signed on its behalf by )



Authorised Signatory



Witness

Name (print): Lisha John

Occupation: Vice President

Address: 230 Park Avenue

3rd Floor

New York NY 10169

USA

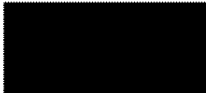
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**THE COMPANY**

**EXECUTED** as a **DEED** by  
**ARMSTRONG BIDCO LIMITED**  
and signed on its behalf by

)  
)  
)



Director



Director