



Registration of a Charge

Company name: **WORLD MARKET INTELLIGENCE LIMITED**

Company number: **02676810**



X7G5ZZZD

Received for Electronic Filing: **08/10/2018**

Details of Charge

Date of creation: **02/10/2018**

Charge code: **0267 6810 0010**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2676810

Charge code: 0267 6810 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2018 and created by WORLD MARKET INTELLIGENCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2018 .

Given at Companies House, Cardiff on 10th October 2018

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 Deed of Accession

This Deed is made on 2 October 2018

Between

- (1) Globaldata plc (registered in England with number 03925319) for itself and for the Chargors (**Company**);
- (2) World Market Intelligence Limited (registered in England with number 02676810) (**Acceding Chargor**); and
- (3) NatWest Markets Plc as security trustee for the Finance Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 19 April 2017 between, inter alia, the Company, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third Party Rights), 1.4 (Administration), 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding 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.

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Agent as security trustee for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under paragraphs 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Finance Parties.

2.4 Legal mortgages

The Acceding Chargor charges by way of legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) The Acceding Chargor assigns:
 - (i) the agreements described in schedule 4 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this paragraph 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 Fixed charges

The Acceding Chargor charges by way of fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under paragraph 2.4) and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of monies and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in paragraph 2.5 is ineffective as an assignment the assets referred to in that paragraph.

2.7 **Floating charge**

The Acceding Chargor charges by way of floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under paragraphs 2.3, 2.4, 2.5 or 2.6.

2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 **Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 **Security power of attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture

and has failed to take. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this paragraph 4.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: John Carpenter House, John Carpenter Street, London, United Kingdom,
EC4Y 0AN

Attention: Graham Lilley

6 Counterparts

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

7 Governing law and jurisdiction

Clause 30 (Governing Law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

None as at the date of this deed.

Schedule 2

Subsidiary Shares

Name and registered number of Subsidiary	Number and class of shares
Progressive Media UK Limited (06232806)	100 ordinary shares of £1 each
Financial News Publishing Limited (06931627)	120,000 ordinary A shares of £1 each 71,538 ordinary shares of £1 each

Schedule 3

Key-man Policies

None as at the date of this deed.

Schedule 4

Relevant Agreements

None as at the date of this deed.

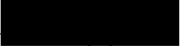
SIGNATURES TO THE SECURITY DEED OF ACCESSION

Company

EXECUTED as a DEED by GLOBALDATA PLC acting
by a director in the presence of:



Signature of director


Signature of witness 
Print nameAMY.....WHITNEY.....Fieldfisher LLP
AddressRiverbank House
.....2 Swan Lane
.....London
OccupationTRAINING SPECIALIST.....EC4R 3TT

Acceding Chargor

EXECUTED as a DEED by WORLD MARKET
INTELLIGENCE LIMITED acting by a director in the
presence of:



Signature of director

Signature of witness 
Print nameAMY.....WHITNEY.....Fieldfisher LLP
AddressRiverbank House
.....2 Swan Lane
.....London
OccupationTRAINING SPECIALIST.....EC4R 3TT

Security Agent

Executed and delivered as a deed by National
Westminster Bank plc by its duly authorised
Attorney

acting as agent for **NatWest Markets Plc**
(formerly known as The Royal Bank of Scotland
plc) in the presence of:

Signature of authorised attorney

Signature of witness
Print name
Address
.....
Occupation

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Company

EXECUTED as a **DEED** by **GLOBALDATA PLC** acting
by a director in the presence of:

.....
Signature of director

Signature of witness
Print name
Address
.....
Occupation

Acceding Chargor

EXECUTED as a **DEED** by **WORLD MARKET
INTELLIGENCE LIMITED** acting by a director in the
presence of:

.....
Signature of director

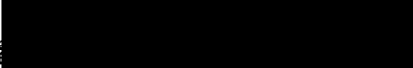
Signature of witness
Print name
Address
.....
Occupation

Security Agent

Executed and delivered as a deed by National
Westminster Bank plc by its duly authorised
Attorney

EMILY MASSEY
acting as agent for **NatWest Markets Plc**
(formerly known as The Royal Bank of Scotland
plc) in the presence of:


Signature of authorised attorney

Signature of witness 
Print name SUSAN BUCKLEY
Address 1 SPINNINGFIELDS SQUARE
MANCHESTER
M3 3AP
Occupation BANKER