



Registration of a Charge

Company Name: **HOMESERVE MEMBERSHIP LIMITED**

Company Number: **02770612**



Received for filing in Electronic Format on the: **27/04/2023**

XC2CDCZE

Details of Charge

Date of creation: **20/04/2023**

Charge code: **0277 0612 0001**

Persons entitled: **RBC EUROPE LIMITED (AS SECURITY AGENT)**

Brief description:

Contains floating charge(s) .

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: **MILBANK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2770612

Charge code: 0277 0612 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2023 and created by HOMESERVE MEMBERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2023 .

Given at Companies House, Cardiff on 28th April 2023

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**

Deed of Accession

This Supplemental Deed is made on 20 April 2023 **between:**

- (1) **HOMESERVE MEMBERSHIP LIMITED** (the "**Acceding Company**"); and
- (2) **RBC EUROPE LIMITED** as the security agent (the "**Security Agent**").

Whereas:

This Deed of Accession is supplemental to a debenture dated 23 December 2022 and made between, *inter alia*, the Original Chargor (as defined therein) and the Security Agent (the "**Debenture**").

It is agreed and declared as follows:

1 Definitions

- 1.1** Words or expressions defined (including by reference) in the Debenture shall, unless otherwise defined herein, bear the same meaning in this Deed of Accession (including the recital hereto).
- 1.2** The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply *mutatis mutandis* to this Deed of Accession as if the same were set out in full herein.

2 Accession of the Acceding Company

- 2.1** By its execution of this Deed of Accession, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the terms and provisions of the Debenture as if it were an original party thereto as one of the Chargors.
- 2.2** Without prejudice to the generality of Clause 2.1 above, the Acceding Company hereby:
 - (a) (jointly and severally with the other Chargor(s)) covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture; and
 - (b) mortgages, charges and assigns to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Debenture, covenanted to be paid or discharged by it, its relevant assets and undertaking on the terms set out in clause 3.1 (*Floating Charge*) of the Debenture (in each case subject to the terms of clause 3.2 (*Excluded Assets*)) of the Debenture.
- 2.3** The Security Agent (on behalf of itself and each other party to the Debenture) hereby consents to the accession of the Acceding Company to the Debenture on the terms of Clause 2.1 and 2.2 of this Deed of Accession and agrees that the Debenture shall hereafter be read and construed as if the Acceding Company had been an original party to the Debenture in the capacity of a Chargor (but so that the security created on this accession will be created on the date of this Deed of Accession).
- 2.4** The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.
- 2.5** The Acceding Company expressly acknowledges and confirms and agrees to each of the matters referred to in clause 1.5 (*Obligations secured by this Deed*) of the Debenture.

3 Negative Pledge

Clause 3.4 (*Negative Pledge*) of the Debenture is incorporated by reference into this Deed of Accession, as if the same were set out in full herein, *mutatis mutandis*.

4 Interpretation

This Deed of Accession shall hereafter be read as one with the Debenture, so that all references in the Debenture to "this Debenture" (or similar or equivalent expression) shall include references to this Deed of Accession.

5 Delivery

This Deed of Accession shall be treated as having been executed and delivered as a deed only upon being dated.

6 Counterparts

This Deed of Accession 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 of Accession

7 Third Party Rights

A person who is not a party to this Deed of Accession has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed of Accession.

8 Governing Law

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

9 Jurisdiction

9.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Accession (including a dispute regarding the existence, validity or termination of this Deed of Accession or any non-contractual obligations arising out of or in connection with this Deed of Accession) (a "**Dispute**").

9.2 Convenient Forum

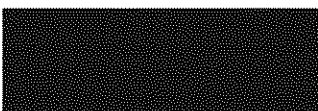
The parties to this Deed of Accession agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly that no party will argue to the contrary.

This Deed of Accession has been signed on behalf of the Security Agent and executed as a deed by the Acceding Company and is delivered by it on the date specified above.

Signatories to the Deed of Accession

The Acceding Company

Executed as a deed by HomeServe
Membership Limited

.....


Name: Nicholas Kasmir

Title: Director

.....


Name: Anna Maughan

Title: Secretary

The Security Agent

Signed by

RBC Europe Limited

By:



Address: 100 BISHOPSGATE, LONDON EC2N 4AA, UNITED KINGDOM

Email: loans.agencyldn@rbccm.com

Attention: MANAGER LOANS AGENCY