



**Registration of a Charge**

Company name: **QUADRON SERVICES LIMITED**

Company number: **02810263**

Received for Electronic Filing: **27/02/2019**



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**Details of Charge**

Date of creation: **22/02/2019**

Charge code: **0281 0263 0014**

Persons entitled: **ING BANK N.V., LONDON BRANCH**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 2810263

Charge code: 0281 0263 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2019 and created by QUADRON SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2019 .

Given at Companies House, Cardiff on 28th February 2019

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

This Security Accession Deed is made on 22 February 2019.

**Between:**

- (1) **QUADRON SERVICES LIMITED**, a company incorporated in England and Wales with registered number 02810263 (the “**New Chargor**”);
- (2) **IDVERDE UK LIMITED** for itself and as agent for and on behalf of each of the existing Chargors (“the **Initial Chargor**”); and
- (3) **ING BANK N.V., LONDON BRANCH** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

**Recital:**

This deed is supplemental to a Debenture dated 29 March 2018 between, amongst others, the Chargors named therein and the Security Agent, as supplemented by a debenture expressed to be supplemented thereto dated 22 February 2019 and as 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 Chargor**

**2.1 Accession**

The 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**

Subject to any limits on its liability specified in the Debt Documents, the New Chargor 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**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, the New Chargor, as continuing security for the payment 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 first fixed charge:

- (a) the Shares and all corresponding Related Rights;
- (b) the Bank Accounts, save for any asset subject to any security granted in favour of The Royal Bank of Scotland plc (or its successor) pursuant to a charge of deposit dated 17 February 2016 between the New Chargor and The Royal Bank of Scotland plc; and
- (c) if not effectively assigned by Clause 2.4 (*Security Assignment*), all of its rights, title and interest in (and claims under) the Assigned Agreements and all Related Rights.

#### 2.4 Security Assignment

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, and as continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to the Assigned Agreements and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct).

#### 2.5 Floating Charge

- (a) Subject to Clause 3.5 (*Excluded Assets*) and as continuing security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee to 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 under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*) in each case, save for any asset subject to any security granted in favour of The Royal Bank of Scotland plc (or its successor) pursuant to a charge of deposit dated 17 February 2016 between the New Chargor and The Royal Bank of Scotland plc.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.5.

#### 2.6 Negative Pledge

The New Chargor undertakes that it will not, and the New Chargor will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which the Required Creditor Consent has been obtained.

**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 on the date first above written.


**Schedule to Security Accession Deed: Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of Obligor issuing shares</b>	<b>Number and class</b>
None at the date of this deed.		

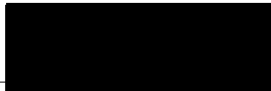
## Signatories to Security Accession Deed

### The New Chargor


**EXECUTED** as a **DEED** by )  
**QUADRON SERVICES LIMITED** )  
acting by **JONATHAN RHODES** )

  
\_\_\_\_\_  
Director

in the presence of:

  
\_\_\_\_\_  
Witness

Name: *Gayna Eales.*


Address: 

Occupation: *Management Accountant.*



**The Initial Chargor**

SIGNED by )  
**IDVERDE UK LIMITED** )  
acting by: **JONATHAN RHODEI** )

  
\_\_\_\_\_  
Director

**The Security Agent**

SIGNED by )  
**ING BANK N.V., LONDON BRANCH** )  
acting by: )



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Authorised Signatory



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Authorised Signatory