



Registration of a Charge

Company Name: **EMPLOYMENT LAW ADVISORY SERVICES LIMITED**

Company Number: **03041461**



Received for filing in Electronic Format on the: **02/06/2021**

XA5SRK6G

Details of Charge

Date of creation: **01/06/2021**

Charge code: **0304 1461 0005**

Persons entitled: **LUCID TRUSTEE SERVICES 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: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3041461

Charge code: 0304 1461 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2021 and created by EMPLOYMENT LAW ADVISORY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2021 .

Given at Companies House, Cardiff on 3rd June 2021

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 1 June 2021

BETWEEN:

- (1) **THE PERSON** listed at Schedule 1 (*The Acceding Company*) of this Supplemental Deed (the “**Acceding Company**”); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as security agent for and on behalf of the Secured Parties on the terms and conditions set out in the Intercreditor Deed (the “**Security Agent**” which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of and in accordance with the Intercreditor Deed).

WHEREAS

This Supplemental Deed is supplemental to a debenture dated 18 August 2020 (as amended and/or restated from time to time) and made between, inter alia, Rocket Bidco Limited, Rocket Midco Limited 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 Supplemental Deed (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 Supplemental Deed as if the same were set out in full herein.

2. **ACCESSION OF THE ACCEDING COMPANY**

- 2.1 By its execution of this Supplemental Deed, 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 Charging Companies.
- 2.2 Without prejudice to the generality of sub-clause 2.1, the Acceding Company hereby:
 - (a) (jointly and severally with the other Charging Companies) 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 assets and undertaking on the terms set out in clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture (in each case subject to the terms of clause 3.4 (*Excluded Assets*) of the Debenture.
- 2.3 The Acceding Company shall not create or permit to subsist any Security over any Charged Property, other than any Security which is not expressly prohibited by the Senior Finance Documents.
- 2.4 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 Clauses 2.1 and

2.2 of this Supplemental Deed 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 Charging Company (but so that the security created on this accession will be created on the date of this Supplemental Deed).

- 2.5 The Acceding Company expressly acknowledges and confirms and agrees to each of the matters referred to in clause 1.6 of the Debenture (*Obligations secured by this Debenture*).

3. **INTERPRETATION**

This Supplemental Deed shall hereafter be read as one with the Debenture, so that all references in the Debenture to this Debenture, herein and similar expressions shall include references to this Supplemental Deed.

4. **DELIVERY**

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated. It is intended that this Supplemental Deed take effect as a deed notwithstanding the fact that a party may only execute this Supplemental Deed underhand.

5. **COUNTERPARTS**

This Supplemental 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 Supplemental Deed.

6. **THIRD PARTY RIGHTS**

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

7. **GOVERNING LAW**

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

THIS SUPPLEMENTAL DEED 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.

Schedule 1

The Acceding Company

Name of Additional Guarantor	Jurisdiction	Registration number (or equivalent)
Employment Law Advisory Services Limited	England & Wales	03041461

SIGNATORIES

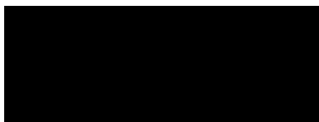
The Acceding Company

EXECUTED as a DEED by
EMPLOYMENT LAW ADVISORY SERVICES LIMITED

 Director

Witnessed by:

Name:


.....
MELANIE SHEEHY

Occupation:

.....
EXECUTIVE ASSISTANT

Address: Kings Court Water Lane Wilmslow Cheshire SK9 5AR

Fax:

Attention: Directors

The Security Agent

Signed by

LUCID TRUSTEE SERVICES LIMITED

By:



Andrew Brookes
Authorised Signatory

Address: 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG

Fax: +44 2030024691

Attention: Lucid Agency and Trustee Services Limited (deals@lucid-ats.com)