



**Registration of a Charge**

Company name: **EMAC LIMITED**

Company number: **03158541**



XA1GIRH4

Received for Electronic Filing: **31/03/2021**

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**Details of Charge**

Date of creation: **24/03/2021**

Charge code: **0315 8541 0007**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS TRUSTEE  
FOR EACH OF THE SECURED PARTIES**

Brief description: **THE REGISTERED TRADEMARKS IN THE EUIPO AND UKIPO REGISTRIES  
LISTED IN SCHEDULE 6 OF THE ENGLISH SUPPLEMENTAL SECURITY  
DEED**

**Contains fixed charge(s).**

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

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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:

**CLIFFORD CHANCE LLP**



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

Company number: 3158541

Charge code: 0315 8541 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2021 and created by EMAC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2021 .

Given at Companies House, Cardiff on 3rd April 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**

EXECUTION VERSION

DATED 24 March 2021

THOSE COMPANIES NAMED HEREIN  
AS THE CHARGORS

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED  
AS SECURITY AGENT

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SUPPLEMENTAL SECURITY DEED

EXECUTED IN CONNECTION WITH THE  
AMENDMENT AND RESTATEMENT OF A SENIOR  
AND SUPER SENIOR FACILITIES AGREEMENT  
ORIGINALLY DATED 28 AUGUST 2015

SUPPLEMENTAL TO A FIXED AND FLOATING  
SECURITY DOCUMENT DATED 28 AUGUST 2015,  
A FIXED AND FLOATING SECURITY DOCUMENT  
DATED 20 DECEMBER 2016, A SECURITY OVER  
SHARES AGREEMENT DATED 25 JANUARY 2017,  
A FIXED AND FLOATING SECURITY DOCUMENT  
DATED 10 APRIL 2019, A SUPPLEMENTAL  
SECURITY DEED DATED 10 APRIL 2019 AND A  
SECURITY OVER SHARES AGREEMENT DATED 26  
OCTOBER 2020

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**THIS SUPPLEMENTAL SECURITY DEED** is dated 24 March 2021 and made between:

- (1) **THE COMPANIES** listed in Schedule 1 as the chargors (the "**Chargors**");
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Amended Intercreditor Agreement (the "**Security Agent**").

**RECITALS:**

- (A) Pursuant to the Original Transaction Security Documents and the 2019 Supplemental Security Deed (each as defined below) each Chargor created security over certain of its assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Intercreditor Agreement).
- (B) It is contemplated that the Original Senior Facilities Agreement and the Original Intercreditor Agreement will be amended and restated as set out in the Amended Senior and Priority Facilities Agreement, the Amended Intercreditor Agreement respectively and the Implementation Deed (each as defined below).
- (C) Each of the Chargors wishes to confirm the existing security created pursuant to the Original Transaction Security Documents and the 2019 Supplemental Security Deed (as applicable) and grant security over the Charged Assets in respect of its obligations to the Lenders under the Amended Senior and Priority Facilities Agreement and other Secured Obligations.
- (D) This Supplemental Security Deed is supplemental to each of the Original Transaction Security Documents and the 2019 Supplemental Security Deed.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Supplemental Security Deed:

**"2019 Supplemental Security Deed"** means the supplemental security deed dated 10 April 2019 between Axios Bidco Limited, The Innovation Group Limited, The Innovation Group (EMEA) Limited, Dimo Computing Ltd, Motorcare Services Limited, Innovation Property (UK) Limited, EMaC Limited, Ingleby (1879) Limited, TIG Acquisition Holdings Limited, 1 Insurer Limited, Innovation Fleet Services

Limited and 1Insurer Holdings Limited as chargors and HSBC Corporate Trustee Company (UK) Limited as security agent.

**"Amended Intercreditor Agreement"** means the Original Intercreditor Agreement as amended and restated by the Implementation Deed.

**"Amended Secured Obligations"** means the Secured Obligations as defined in the Amended Intercreditor Agreement and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Closing Date.

**"Amended Senior and Priority Facilities Agreement"** means the Original Senior Facilities Agreement as amended and restated by the Implementation Deed.

**"Assigned Agreements"** means the Insurances and the Intra-Group Loan Agreements.

**"Bank Accounts"** of a Chargor means the accounts set out in Schedule 7 (*Bank Accounts*) and all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

**"Book Debts"** of a Chargor means all material book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts and any trade receivables which cannot be secured under the terms of the relevant contract), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

**"Closing Date"** has the meaning given to that term in the Implementation Deed.

**"Deed of Release 2019"** means the deed of release dated 10 April 2019 pursuant to which, subject to the terms of that deed of release, the Security Agent releases Tiger Midco 2 Limited from the security created pursuant to the 2015 Debenture (as defined in paragraph (a) of the definition of Original Transaction Security Documents below).

**"Finance Document"** has the meaning given to that term in the Amended Senior and Priority Facilities Agreement.

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*) of this Supplemental Security Deed.

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**"Implementation Deed"** means the implementation deed dated on or about the date of this Supplemental Security Deed between, amongst others, Axios Bidco Limited, HSBC Bank plc as the agent and the Security Agent in connection with, amongst other things, the amendment and restatement of the Original Senior Facilities Agreement and the Original Intercreditor Agreement.

**"Insurances"** of a Chargor means all contracts and policies of insurance of any kind (other than any policy of insurance in respect of third party liability, business

interruption, directors' liability, reinsurance of underwriting risk in connection with any ordinary course of business of the Group or other similar insurance) now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest (as amended or supplemented).

**"Intellectual Property"** of a Chargor means the intellectual property specified in Schedule 6 (*Intellectual Property*) and all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

**"Intra-Group Loan Agreements"** means any agreements (whether documented or not) or documents relating to material intercompany receivables of a Chargor and including the intra-group loan agreements listed in Schedule 5 (*Intra-Group Loan Agreements*).

**"Investments"** of a Chargor means the securities specified in Schedule 4 (*Investments*) and any:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), but excluding shares in joint ventures and/or any minority interests or any member of the Group that is not wholly owned by another member of the Group;
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) Dividends in respect of any such securities and investments or in substitution, conversion or exchange for any such securities or investments;
- (d) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (e) all other rights attaching to, deriving from, or exercisable by virtue of ownership of any such securities or investments and all cash or other securities or investments in the future deriving from Investments or such other rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

**"Original Intercreditor Agreement"** means the intercreditor agreement originally dated 28 August 2015 as amended and/or restated on 12 September 2018 and 10 April 2019.



**"Original Security"** means the Security created by or pursuant to the Original Transaction Security Documents and the 2019 Supplemental Security Deed.

**"Original Senior Facilities Agreement"** means the facilities agreement originally dated 28 August 2015 between, amongst others, Axios Bidco Limited as original borrower, the entities named therein as original borrowers, the entities named therein as original guarantors, HSBC Bank plc as agent, the Security Agent, and the financial institutions named therein as Lenders, as amended and/or restated on 9 October 2015, 19 November 2015, 8 March 2016, 16 November 2016 and 10 April 2019.

**"Original Transaction Security Documents"** means:

- (a) the fixed and floating security document dated 28 August 2015 between Tiger Midco 2 Limited, Axios Bidco Limited and the Security Agent (the **"2015 Debenture"**);
- (b) the fixed and floating security document dated 20 December 2016 between The Innovation Group Limited, The Innovation Group (EMEA) Limited, Dimo Computing Ltd, Motorcare Services Limited, Innovation Property (UK) Limited, EMaC Limited, Ingleby (1879) Limited, TiG Acquisition Holdings Limited (formerly known as TiG Acquisition Holdings), 1Insurer Limited, 1Insurer Holdings Limited, Innovation Fleet Services Limited and the Security Agent (the **"2016 Debenture"**);
- (c) the security over shares agreement dated 25 January 2017 granted by The Innovation Group Limited as chargor over its shares in Motorcare Services Limited in favour of the Security Agent (the **"Security over Shares Agreement"**); and
- (d) the fixed and floating security document dated 10 April 2019 between Innovation Group Business Services Limited and the Security Agent (the **"2019 Debenture"**); and
- (e) the security over shares agreement dated 26 October 2020 granted by Dimo Computing Ltd as chargor over its shares in SBP Management Limited in favour of the Security Agent (the **"Dimo Security over Shares Agreement"**).

**"Plant and Machinery"** means any material plant and machinery (except that confirmed as mortgaged or charged by Clause 4 (*Supplemental Fixed Security*) but including that (if any) described in Schedule 3 (*Plant and Machinery*)).

**"Real Property"** means any material freehold and leasehold property in England and Wales and other material real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) and including the real property listed in Schedule 2 (*Real Property*).

## 1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Security Deed, or the context otherwise requires, a term defined in the Original Transaction Security Documents, the 2019 Supplemental Security Deed, the Amended Intercreditor Agreement or the Amended Senior and

Priority Facilities Agreement has the same meaning in this Supplemental Security Deed, or any notice given under or in connection with this Supplemental Security Deed.

### 1.3 Construction

In this Supplemental Security Deed:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Amended Senior and Priority Facilities Agreement shall apply to the construction of this Supplemental Security Deed, or in any notice given under or in connection with this Supplemental Security Deed;
- (b) any reference to the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**", any "**Chargor**" or any "**Obligor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Amended Intercreditor Agreement;
- (c) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (d) references in this Supplemental Security Deed, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Security Deed.

### 1.4 Present and future assets

- (a) A reference in this Supplemental Security Deed to any Real Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Real Property, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Security Deed.

### 1.5 Real Property

- (a) A reference in this Supplemental Security Deed to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property.
- (b) The terms of the Amended Senior and Priority Facilities Agreement and each other Finance Document are incorporated into this Supplemental Security Deed and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## **1.6 Separate Security**

Clauses 4 to 6 below shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Security Deed and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Security Deed or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

## **1.7 Security Agent assumes no obligation**

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Supplemental Security Deed and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

## **2. CONFIRMATION OF EXISTING SECURITY**

2.1 For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Closing Date, the Original Security shall (without prejudice to the release of Tiger Midco 2 Limited from the 2015 Debenture pursuant to, and in accordance with, the Deed of Release 2019):

2.1.1 remain in full force and effect notwithstanding the designation of any new document as a Finance Document, any additions, amendments, novation, substitution or supplements of or to the Finance Documents and the imposition of any amended, new or more onerous obligations in the Finance Documents in relation to any Chargor or any other modification resulting from the Implementation Deed; and

2.1.2 extend to all new obligations assumed by any Chargor under the Finance Documents as a result of the Implementation Deed (including, but not limited to, those under the Amended Senior and Priority Facilities Agreement) and continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Senior and Priority Facilities Agreement).

2.2 Clause 2.1 is subject to any limitations set out in the relevant Original Transaction Security Documents and the 2019 Supplemental Security Deed.

## **3. COMMON PROVISIONS**

### **3.1 Common provisions as to all Security**

3.1.1 All the Security created by or pursuant to this Supplemental Security Deed is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Security Deed and the Security created by or pursuant to it on trust for the Secured Parties; and

- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

### 3.2 Supplemental Security

All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

## 4. SUPPLEMENTAL FIXED SECURITY

### 4.1 Creation

Each Chargor, with full title guarantee and as continuing security for the payment of all Amended Secured Obligations (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Secured Parties):

- (a) (except where (i) clause 7.10 (*Charge of proceeds*) of the 2015 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below), (ii) clause 7.10 (*Charge of proceeds*) of the 2016 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below) and (iii) clause 7.10 (*Charge of proceeds*) of the 2019 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below) applies) by way of legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 (*Real Property*) of this Supplemental Security Deed) now belonging to it;
- (b) (except where (i) clause 7.10 (*Charge of proceeds*) of the 2015 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below), (ii) clause 7.10 (*Charge of proceeds*) of the 2016 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below) and (iii) clause 7.10 (*Charge of proceeds*) of the 2019 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below) applies) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- (c) by way of first fixed charge, all of its present and future rights, title and interest from time to time in and to its:
  - (i) Book Debts;
  - (ii) Bank Accounts;
  - (iii) Investments (including the shares described in Schedule 4 (*Investments*));
  - (iv) uncalled capital and goodwill;
  - (v) Intellectual Property (including the Intellectual Property described in Schedule 6 (*Intellectual Property*));

- (vi) Intra-Group Loan Agreements (including the Intra-Group Loans described in Schedule 5 (*Intra-Group Loan Agreements*));
- (vii) Plant and Machinery;
- (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits relating thereto; and
- (ix) if not effectively assigned by Clause 6 (*Supplemental Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

#### 4.2 **Registration**

Each Chargor acknowledges that (i) clause 7.3(b) and (c) of the 2015 Debenture, (ii) clause 7.3(b) and (c) of the 2016 Debenture or (iii) clause 7.3(b) and (c) of the 2019 Debenture (as applicable) applies, such that each Chargor (in the circumstances provided for in, and subject to, (i) clause 7.3(b) and (c) of the 2015 Debenture, (ii) clause 7.3(b) and (c) of the 2016 Debenture or (iii) clause 7.3(b) and (c) of the 2019 Debenture (as applicable)) consents to an application being made to HM Land Registry to register the legal mortgage created by Clause 4.1(a) of this Supplemental Security Deed and the restriction in an HM Land Registry compliant form specified by the Security Agent on the register of the titles to the Real Property charged pursuant to Clause 4.1(a) of this Supplemental Security Deed.

#### 4.3 **Shares and Investments**

Each Chargor shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act from The Innovation Group Limited, 1 Insurer Holdings Limited, The Innovation Group (EMEA) Limited, Dimo Computing Ltd, Innovation Property (UK) Limited, Innovation Fleet Services Limited, Motorcare Services Limited, Ingleby (1879) Limited, EMaC Limited, TiG Acquisition Holdings Limited, Innovation Group Business Services Limited, 1 Insurer Limited and SBP Management Limited; and
- (b) promptly provide the Security Agent with a copy of that notice.

#### 4.4 **Ring fenced Assets**

Notwithstanding any term of this Supplemental Security Deed, no security shall be created over:

- (a) any monies held on behalf of insurers, clients or policy holders;
- (b) any cash and/or other assets which a Regulator requires any Regulated Entities to maintain for its regulatory capital purposes or which are otherwise maintained by any Regulated Entity for the purposes of compliance with regulatory capital requirements and solvency rules applicable to it; or

- (c) any assets subject to third party security under reinsurance arrangements entered into in connection with the ordinary course of business of the Group or other similar insurances.

## **5. SUPPLEMENTAL FLOATING CHARGE**

### **5.1 Creation**

Each Chargor, with full title guarantee and as security for the payment of all Amended Secured Obligations (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Secured Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 4 (*Supplemental Fixed Security*) or assigned by Clause 6 (*Supplemental Assignment*)).

### **5.2 Qualifying Floating Charge**

- (a) The floating Charge created by each Chargor pursuant to Clause 5.1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 5.1 above.

### **5.3 Ranking**

The floating Charge created by each Chargor pursuant to Clause 5.1 (*Creation*) above ranks:

- (a) behind all the Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Amended Secured Obligations; but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of schedule 2 (*Rights of Receivers*) of the 2015 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below).

## **6. SUPPLEMENTAL ASSIGNMENT**

- 6.1 Each Chargor, with full title guarantee and as security for the payment of the Amended Secured Obligations assigns absolutely to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Amended Secured Obligations, the Security Agent will at the request and cost of the Chargor re-assign the Assigned Agreements to the relevant Chargor (or as it shall direct).
- 6.2 Until a Declared Default has occurred and is continuing, but subject to (i) clause 11 (*Assigned Agreements*) of the 2015 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below), (ii) clause 11 (*Assigned Agreements*) of the 2016 Debenture (as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below) and (iii) clause 11 (*Assigned Agreements*) of the 2019 Debenture

(as incorporated into this Supplemental Security Deed pursuant to Clause 10.2 below) (as applicable), the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

## **7. RESTRICTIONS AND FURTHER ASSURANCE**

In respect of the restrictions listed in the register of title of Dimo Computing Ltd under title number HP571301 as at the date of this Supplemental Security Deed, Dimo Computing Ltd will ensure that the applicable third party consents in connection with this Supplemental Security Deed are obtained promptly after the date of this Supplemental Security Deed, to the satisfaction of the Security Agent.

## **8. GENERAL UNDERTAKING**

No Chargor shall do, or permit to be done, anything which could prejudice the Charges.

## **9. REPRESENTATIONS AND WARRANTIES**

Each Chargor:

- (a) makes the representations and warranties set out in clause 21 (*Representations*) of the Amended Senior and Priority Facilities Agreement to the Security Agent on the date of this Supplemental Security Deed; and
- (b) represents and warrants to the Security Agent that the assets listed in Schedule 2 (*Real Property*) to Schedule 7 (*Bank Accounts*) in respect of that Chargor are all of the relevant class of assets in which it has an interest on the date of this Supplemental Security Deed.

## **10. MISCELLANEOUS**

### **10.1 Incorporation of provisions from Amended Senior and Priority Facilities Agreement**

The provisions of clauses 1.4 (*Third party rights*), 15 (*Tax Gross Up and Indemnities*), 17 (*Other Indemnities*), 35.1 (*Accounts*), 35.2 (*Certificates and determinations*), 36 (*Partial Invalidity*) and 38 (*Amendments and Waivers*) of the Amended Senior and Priority Facilities Agreement are incorporated into this Supplemental Security Deed as if expressly set out in full in this Supplemental Security Deed, but so that references in those clauses to the Amended Senior and Priority Facilities Agreement are references to this Supplemental Security Deed.

### **10.2 Incorporation of provisions from Original Transaction Security Documents**

- 10.2.1 The provisions of clauses 2 (*Undertaking to pay*), 4.4 (*Conversion by notice*), 4.5 (*Automatic conversion*), 6 (*Restrictions and Further Assurance*), 7 (*Real Property*), 8 (*Book Debts*), 9 (*Bank Accounts and Blocked Accounts*), 11 (*Assigned Agreements*), 13 (*Insurance*), 14 (*Plant and Machinery*), 15 (*General Undertaking*), 17 (*Enforcement*), 18 (*Appointment and Rights of Receivers*), 19 (*Security Agent's Rights*), 20 (*Order of Distributions*), 21 (*Liability of Security Agent, Receivers and Delegates*), 23 (*Protection of Third Parties*), 24 (*Saving Provisions*), 25 (*Discharge of Security*), 26 (*Enforcement Expenses*), 27

(*Payments*), 28 (*Rights, Waivers and Determinations*), 29 (*Partial Invalidity*), 30 (*Separate and Independent Obligations*), and 32 (*Enforcement*) and schedules 2 (*Rights of Receivers*), 9 (*Forms of Notice to Counterparties (other than Insurers)* of the Assigned Agreements) and 10 (*Form of Notice to Insurers*) of the 2015 Debenture are incorporated into this Supplemental Security Deed as if set out in full in this Supplemental Security Deed, but so that references in those clauses to:

- (a) the "**Intercreditor Agreement**" are references to the "Amended Intercreditor Agreement";
- (b) the "**Senior Facilities Agreement**" are references to the "Amended Senior and Priority Facilities Agreement";
- (c) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (d) "**Charged Assets**" are references to the assets of the Chargors charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security Deed;
- (e) schedules 3 (*Real Property*), 4 (*Plant and Machinery*), 5 (*Investments*), 6 (*Intra-Group Loan Agreements*), 7 (*Intellectual Property*) and 8 (*Bank Accounts*) (inclusive) are references to Schedules 2 (*Real Property*), 3 (*Plant and Machinery*), 4 (*Investments*), 5 (*Intra-Group Loan Agreements*), 6 (*Intellectual Property*) and 7 (*Bank Accounts*) (inclusive) of this Supplemental Security Deed; and
- (f) "**this Deed**" are references to this Supplemental Security Deed.

10.2.2 The provisions of clauses 2 (*Undertaking to pay*), 4.4 (*Conversion by notice*), 4.5 (*Automatic conversion*), 6 (*Restrictions and Further Assurances*), 7 (*Real Property*), 8 (*Book Debts*), 9 (*Bank Accounts and Blocked Accounts*), 10 (*Investments*), 11 (*Assigned Agreements*), 12 (*Intellectual Property*), 13 (*Insurance*) and 14 (*Plant and Machinery*) of the 2016 Debenture are incorporated into this Supplemental Security Deed as if set out in full in this Supplemental Security Deed, but so that references in those clauses to:

- (a) schedules 3 (*Real Property*), 4 (*Plant and Machinery*), 5 (*Investments*), 6 (*Intra-Group Loan Agreements*), 7 (*Intellectual Property*) and 8 (*Bank Accounts*) (inclusive) of the 2016 Debenture are references to Schedules 2 (*Real Property*), 3 (*Plant and Machinery*), 4 (*Investments*), 5 (*Intra-Group Loan Agreements*), 6 (*Intellectual Property*) and 7 (*Bank Accounts*) (inclusive) of this Supplemental Security Deed;
- (b) the "**Intercreditor Agreement**" are references to the "Amended Intercreditor Agreement";
- (c) the "**Senior Facilities Agreement**" are references to the "Amended Senior and Priority Facilities Agreement";



- (d) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (e) "**Charged Assets**" are references to the assets of the Chargors charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security Deed; and
- (f) "**this Deed**" are references to this Supplemental Security Deed.

10.2.3 The provisions of clauses 2 (*Covenant to pay*), 4 (*Provisions as to Security and Perfection*), 5 (*Further Assurance*), 6 (*Voting Rights and Dividends*), 7 (*Enforcement of Security*), 8 (*Extension of Powers and Right of Appropriation*), 9 (*Appointment of Receiver*), 10 (*Powers of Receivers*), 11 (*Application of Proceeds*), 12 (*Protection of Purchaser*), 14 (*Effectiveness of Security*), 15 (*Release of Security*), 16 (*Assignment*), 17 (*Discretion and Delegation*) and 20 (*Enforcement*) of the Security over Shares Agreement are incorporated into this Supplemental Security Deed as if set out in full in this Supplemental Security Deed, but so that references in those clauses to:

- (a) the "**Intercreditor Agreement**" are references to the "Amended Intercreditor Agreement";
- (b) the "**Senior Facilities Agreement**" are references to the "Amended Senior and Priority Facilities Agreement";
- (c) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (d) "**Charged Portfolio**" are references to the shares of the Chargors charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security Deed; and
- (e) "**this Agreement**" are references to this Supplemental Security Deed.

10.2.4 The provisions of clauses 2 (*Undertaking to Pay*), 4.4 (*Conversion by notice*), 4.5 (*Automatic conversion*), 6 (*Restrictions and Further Assurance*), 7 (*Real Property*), 8 (*Book Debts*), 9 (*Bank Accounts and Blocked Accounts*), 10 (*Investments*), 11 (*Assigned Agreements*), 12 (*Intellectual Property*), 13 (*Insurance*) and 14 (*Plant and Machinery*) of the 2019 Debenture are incorporated into this Supplemental Security Deed as if set out in full in this Supplemental Security Deed, but so that references in those clauses to:

- (a) the "**Intercreditor Agreement**" are references to the "Amended Intercreditor Agreement";
- (b) the "**Senior Facilities Agreement**" are references to the "Amended Senior and Priority Facilities Agreement";
- (c) the "**Secured Obligations**" are references to the "Amended Secured Obligations";

- (d) **"Charged Assets"** are references to the assets of the Chargors charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security Deed;
  - (e) schedules 2 (*Real Property*), 3 (*Plant and Machinery*), 4 (*Investments*), 5 (*Intra-Group Loan Agreements*), 6 (*Intellectual property*) and 7 (*Bank Accounts*) (inclusive) are references to Schedules 2 (*Real Property*), 3 (*Plant and Machinery*), 4 (*Investments*), 5 (*Intra-Group Loan Agreements*), 6 (*Intellectual Property*) and 7 (*Bank Accounts*) (inclusive) of this Supplemental Security Deed; and
  - (f) **"this Deed"** are references to this Supplemental Security Deed.
- 10.2.5 The provisions of clauses 3 (*Provisions as to Security and Perfection*), 4 (*Further Assurance*), 5 (*Voting Rights and Dividends*), 7 (*Enforcement of Security*), 8 (*Extension of Powers and Right of Appropriation*), 9 (*Appointment of Receiver*), 10 (*Powers of Receivers*), 11 (*Application of Proceeds*), 12 (*Protection of Purchasers*), 14 (*Effectiveness of Security*), 15 (*Release of Security*), 16 (*Assignment*), 17 (*Discretion and Delegation*) and 20 (*Enforcement*) of the Dima Security over Shares Agreement are incorporated into this Supplemental Security Deed as if set out in full in this Supplemental Security Deed, but so that references in those clauses to:
- (g) the **"Intercreditor Agreement"** are references to the "Amended Intercreditor Agreement";
  - (h) the **"Senior Facilities Agreement"** are references to the "Amended Senior and Priority Facilities Agreement";
  - (i) the **"Secured Obligations"** are references to the "Amended Secured Obligations";
  - (j) **"Charged Portfolio"** are references to the shares of the Chargors charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security Deed; and
  - (k) **"this Agreement"** are references to this Supplemental Security Deed.

### 10.3 Original Transaction Security Documents

- 10.3.1 Except insofar as supplemented by this Supplemental Security Deed, the Original Transaction Security Documents and the 2019 Supplemental Security Deed shall remain in full force and effect, save that references in the 2016 Debenture to (i) the definition of "Investments" shall remove the words "and any references to securities or investments in this definition shall exclude shares in the Unlimited Company", (ii) the definition of "Unlimited Company" shall be deleted and (iii) in clause 4.5 (*Automatic conversion*) the words "(excluding the shares over the Unlimited Company)" shall be deleted.
- 10.3.2 Each Chargor confirms for the benefit of the Secured Parties that all references to the "Senior Facilities Agreement" in any of the Original Transaction Security Documents (or separate guarantee documents) shall be a reference to the

Amended Senior and Priority Facilities Agreement and all references to the "Intercreditor Agreement" in any of the Original Transaction Security Documents (or separate guarantee documents) shall be a reference to the Amended Intercreditor Agreement.

- 10.3.3 Each Chargor confirms for the benefit of the Secured Parties that all references to the "Amended Senior and Super Senior Facilities Agreement" in the 2019 Supplemental Security Deed shall be a reference to the Amended Senior and Priority Facilities Agreement and all references to the "Amended Intercreditor Agreement" in the 2019 Supplemental Security Deed shall be a reference to the Amended Intercreditor Agreement as defined in this Supplemental Security Deed.

#### **10.4 No merger**

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Transaction Security Documents or the 2019 Supplemental Security Deed shall continue in full force and effect notwithstanding this Supplemental Security Deed and shall not merge into any security constituted by this Supplemental Security Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Security Deed.

### **11. EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Security Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Security Deed.

### **12. POWER OF ATTORNEY**

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally to be its attorney (with full power of substitution) and in its name at such time and in such manner as the attorney thinks fit:

- (a) to do anything which that Chargor is obliged to do (but has not done) under any Finance Document to which it is party within 5 Business Days of being notified of that failure and being requested to comply (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) following a Declared Default, to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986.

### **13. RATIFICATION**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 12 (*Power of Attorney*).

14. **COUNTERPARTS**

This Supplemental Security 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 Security Deed.

15. **GOVERNING LAW**

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

**THIS SUPPLEMENTAL SECURITY DEED** has been signed by the Security Agent and executed as a deed by the Chargors and is delivered by each of them on the date stated at the beginning of this Supplemental Security Deed.

**SCHEDULE 1  
THE CHARGORS**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any)</b>
Axios Bidco Limited	09749768
The Innovation Group Limited	03256771
The Innovation Group (EMEA) Limited	04261291
Dimo Computing Ltd	03693420
Motorcare Services Limited	02657470
Innovation Property (UK) Limited	03730163
EMaC Limited	03158541
Ingleby (1879) Limited	07795097
TiG Acquisition Holdings Limited	05967175
1 Insurer Limited	09481775
Innovation Fleet Services Limited	03429434
1 Insurer Holdings Limited	10021103
Innovation Group Business Services Limited	10459758

**SCHEDULE 2  
REAL PROPERTY**

<b>Chargor</b>		<b>Address of Property</b>	<b>Title Number</b>
Dimo Ltd	Computing	Land at Plot 1300 Parkway, Solent Business Park, Whiteley	HP571301

**SCHEDULE 3**  
**PLANT AND MACHINERY**

None applicable as at the date of this Supplemental Security Deed.

**SCHEDULE 4  
INVESTMENTS**

<b>Shares</b>	
<b>Chargor</b>	<b>Charged asset</b>
Axios Bidco Limited	100% of the ordinary share capital of The Innovation Group Limited and 1 Insurer Holdings Limited
The Innovation Group Limited	100% of the ordinary share capital of The Innovation Group (EMEA) Limited, Dimo Computing Ltd, Innovation Property (UK) Limited, Innovation Fleet Services Limited, Motorcare Services Limited, Ingleby (1879) Limited and TiG Acquisition Holdings Limited
The Innovation Group (EMEA) Limited	100% of the ordinary share capital of Innovation Group Business Services Limited
Ingleby (1879) Limited	100% of the ordinary share capital of EMaC Limited
1 Insurer Holdings Limited	100% of the ordinary share capital of 1 Insurer Limited
Dimo Computing Ltd	9 ordinary B shares in the share capital of SBP Management Limited (company number 01910057)



**SCHEDULE 5**  
**INTRA-GROUP LOAN AGREEMENTS**

<b>Country of Lender</b>	<b>Amt</b>	<b>Intra Group Lender</b>	<b>Intra Group Borrower</b>	<b>Country of Borrower</b>
UK	43,977,586.40	Axios Bidco Limited	1 Insurer Holdings Limited	UK
UK	1,680,424.76	Axios Bidco Limited	The Innovation Group (EMEA) Limited	UK
UK	11,263,273.68	The Innovation Group Limited	Axios Bidco Limited	UK
UK	27,760,492.94	The Innovation Group Limited	The Innovation Group (EMEA) Limited	UK
UK	1,503,145.37	The Innovation Group Limited	Motorcare Services Limited	UK
UK	4,000,000.00	The Innovation Group Limited	Innovation Property (UK) Limited	UK
UK	7,278,986.00	The Innovation Group Limited	Ingleby (1879) Limited	UK
UK	1,255,695.48	The Innovation Group Limited	TiG Acquisition Co	USA
UK	1,858,877.27	The Innovation Group Limited	Innovation Group Australia Pty Ltd	Australia
UK	2,190,127.60	The Innovation Group (EMEA) Limited	Innovation Group Australia Pty Ltd	Australia
UK	2,268,639.25	The Innovation Group (EMEA) Limited	Motorcare Services Limited	UK
UK	1,178,724.00	The Innovation Group (EMEA) Limited	Innovation Group Business Services Limited	UK
UK	7,076,436.00	The Innovation Group (EMEA) Limited	First Notice Systems Inc	USA
UK	5,062,283.00	The Innovation Group (EMEA) Limited	1 Insurer Limited	UK
UK	1,740,035.16	TiG Acquisition Holdings Limited	The Innovation Group Limited	UK
UK	22,657,270.38	TiG Acquisition Holdings Limited	TiG Acquisition Co	USA
UK	21,540,211.24	EMaC Limited	The Innovation Group Limited	UK
UK	11,171,149.00	Ingleby (1879) Limited	EMaC Limited	UK
UK	39,872,662.79	1 Insurer Holdings Limited	1 Insurer Limited	UK

UK	10,237,469.37	1 Insurer Holdings Limited	1 Insurer Inc	USA
UK	2,820,975.14	1 Insurer Holdings Limited	1 Insurer (Pty) Limited	Australia


**SCHEDULE 6**  
**INTELLECTUAL PROPERTY**

Schedule to follow on the next page

## Trade Marks - UK Entities

EUIPO SEARCH

The Innovation Group Limited

	Trade mark number	007002298	Owner ID number	336536
	Type	Figurative	Owner name	The Innovation Group Limited
	Filing date	19/06/2008		
	Registration date	18/08/2015	Representative ID number	24368
	Expiry / Renewal date	19/06/2028	Representative name	Murgitroyd & Company (Via Paris Smith)
	Nice Classification	9, 16, 35, 41, 42		
	Trade mark status	Registered		
	Basis	EUTM	Comments	Will be able to lapse at renewal


The Innovation Group (EMEA) Limited

MOTORCARE	Trade mark number	000782680	Owner ID number	288286
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	27/03/1998		
	Registration date	16/06/1999	Representative ID number	24368
	Expiry / Renewal date	27/03/2028	Representative name	Murgitroyd & Company (Via Paris Smith)
	Nice Classification	35		
	Trade mark status	Registered		
	Basis	EUTM	Comments	


NOBILAS	Trade mark number	003399037	Owner ID number	713668
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	10/10/2003		
	Registration date	21/12/2004	Representative ID number	24368
	Expiry / Renewal date		Representative name	Murgitroyd & Company (Via Paris Smith)
	Nice Classification	2, 9, 35, 36, 37, 38, 39, 41, 42, 45		
	Trade mark status			
	Basis	EUTM	Comments	


UKIPO SEARCH

The Innovation Group Limited



	Trade mark number	UK00003195265	Owner ID number	479783
	Type	Series - Figurative	Owner name	The Innovation Group Limited
	Filing date	07/11/2016		
	Registration date	03/03/2017	Representative ID number	37830
	Expiry / Renewal date	07/11/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 16, 35, 36, 37, 39, 41, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	Will be allowed to lapse at renewal

PREDICT PREVENT REPAIR	Trade mark number	UK00003236337	Owner ID number	479783
	Type	Word	Owner name	The Innovation Group Limited
	Filing date	09/06/2017		
	Registration date	10/11/2017	Representative ID number	37830
	Expiry / Renewal date	07/06/2027	Representative name	Paris Smith LLP
	Nice Classification	9, 16, 35, 36, 37, 39, 41, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	Will be allowed to lapse at renewal

	Trade mark number	UK00003387996	Owner ID number	479783
	Type	Figurative	Owner name	The Innovation Group Limited
	Filing date			
	Registration date		Representative ID number	37830
	Expiry / Renewal date	29/03/2029	Representative name	Paris Smith LLP
	Nice Classification	35, 36, 37		
	Trade mark status	Registered		
	Basis	UK	Comments	Will be allowed to lapse at renewal




	Trade mark number	UK00907002298	Owner ID number	731583
	Type	Figurative	Owner name	The Innovation Group Limited
	Filing date	19/06/2008		
	Registration date	18/08/2015	Representative ID number	
	Expiry / Renewal date	19/06/2028	Representative name	Murgitroyd & Company
	Nice Classification	9, 16, 35, 41, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	Will be allowed to lapse at renewal

The Innovation Group (EMEA) Limited


INNOVATION IGNITION	Trade mark number	UK00003058557	Owner ID number	319144
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	05/06/2014	Representative ID number	
	Registration date	26/09/2014	Representative name	Paris Smith LLP
	Expiry / Renewal date	05/06/2024		
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	
INNOVATION MOTOR	Trade mark number	UK00003058560	Owner ID number	319144
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	05/06/2014	Representative ID number	
	Registration date	26/09/2014	Representative name	Paris Smith LLP
	Expiry / Renewal date	05/06/2024		
	Nice Classification	35, 36, 37		
	Trade mark status	Registered		
	Basis	UK	Comments	
INSURER GATEWAY	Trade mark number	UK00003060380	Owner ID number	319144
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	05/06/2014	Representative ID number	
	Registration date	26/09/2014	Representative name	Paris Smith LLP
	Expiry / Renewal date	05/06/2024		
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	
 	Trade mark number	UK00003087425	Owner ID number	319144
	Type	Series - Figurative	Owner name	The Innovation Group (EMEA) Limited
	Filing date	24/12/2014	Representative ID number	
	Registration date	01/05/2015	Representative name	Paris Smith LLP
	Expiry / Renewal date	24/12/2024		
	Nice Classification	9, 35, 36, 37, 39		
	Trade mark status	Registered		
	Basis	UK	Comments	
MOTORCARE	Trade mark number	UK00900782680	Owner ID number	713668
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	27/03/1998	Representative ID number	
	Registration date	16/06/1999	Representative name	Murgitroyd & Company
	Expiry / Renewal date	27/03/2028		
	Nice Classification	35		
	Trade mark status	Registered		
	Basis	UK	Comments	
NOBILAS	Trade mark number	UK00903399037	Owner ID number	713668
	Type	Word	Owner name	The Innovation Group (EMEA) Limited
	Filing date	10/10/2003	Representative ID number	
	Registration date	21/12/2004	Representative name	Murgitroyd & Company
	Expiry / Renewal date	10/10/2023		
	Nice Classification	2, 9, 35, 36, 37, 38, 39, 41, 42, 45		
	Trade mark status	Registered		
	Basis	UK	Comments	Priority claimed from Benelux - 1033741


Innovation Property (UK) Limited

SubsNetUK	Trade mark number	UK00002625111	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	15/06/2012	Representative ID number	
	Registration date	12/12/2012	Representative name	Paris Smith LLP
	Expiry / Renewal date	15/06/2022		
	Nice Classification	36		
	Trade mark status	Registered		
	Basis	UK	Comments	
MySubs	Trade mark number	UK00003001245	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	09/04/2013	Representative ID number	
	Registration date	04/10/2013	Representative name	Paris Smith LLP
	Expiry / Renewal date	09/04/2023		
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

iSubs	Trade mark number	UK00003066188	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	29/07/2014		
	Registration date	28/11/2014	Representative ID number	
	Expiry / Renewal date	29/07/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	
iPipes	Trade mark number	UK00003066220	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	29/07/2014		
	Registration date	28/11/2014	Representative ID number	
	Expiry / Renewal date	29/07/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	
EPSL	Trade mark number	UK00003066225	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	29/07/2014		
	Registration date	02/01/2015	Representative ID number	
	Expiry / Renewal date	29/07/2024	Representative name	Paris Smith LLP
	Nice Classification	42, 44		
	Trade mark status	Registered		
	Basis	UK	Comments	
	Trade mark number	UK00003066230	Owner ID number	369574
	Type	Series - Figurative	Owner name	Innovation Property (UK) Limited
	Filing date	29/07/2014		
	Registration date	09/01/2015	Representative ID number	
	Expiry / Renewal date	29/07/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 35, 36, 37, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	Will be allowed to lapse at renewal
ArbNet	Trade mark number	UK00003066242	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	29/07/2014		
	Registration date	02/01/2015	Representative ID number	
	Expiry / Renewal date	29/07/2024	Representative name	Sipara Limited
	Nice Classification	35, 42, 44		
	Trade mark status	Registered		
	Basis	UK	Comments	
	Trade mark number	UK00003069932	Owner ID number	369574
	Type	Figurative	Owner name	Innovation Property (UK) Limited
	Filing date	26/08/2014		
	Registration date	06/11/2015	Representative ID number	
	Expiry / Renewal date	26/08/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	
LAS	Trade mark number	UK00003069935	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	26/08/2014		
	Registration date	19/12/2014	Representative ID number	
	Expiry / Renewal date	26/08/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	
	Trade mark number	UK00003074255	Owner ID number	369574
	Type	Figurative	Owner name	Innovation Property (UK) Limited
	Filing date	26/09/2014		
	Registration date	20/03/2015	Representative ID number	
	Expiry / Renewal date	26/09/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	


Viewgo	Trade mark number	UK00003082880	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	24/11/2014		
	Registration date	01/05/2015	Representative ID number	
	Expiry / Renewal date	24/11/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	


	Trade mark number	UK00003107567	Owner ID number	369574
	Type	Figurative	Owner name	Innovation Property (UK) Limited
	Filing date	07/05/2015		
	Registration date	02/10/2015	Representative ID number	
	Expiry / Renewal date	07/05/2025	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

	Trade mark number	UK00003145735	Owner ID number	369574
	Type	Figurative	Owner name	Innovation Property (UK) Limited
	Filing date	22/01/2016		
	Registration date	15/04/2016	Representative ID number	
	Expiry / Renewal date	22/01/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

RESTORE 24	Trade mark number	UK00003160235	Owner ID number	369574
	Type	Word	Owner name	Innovation Property (UK) Limited
	Filing date	19/04/2016		
	Registration date	02/09/2016	Representative ID number	
	Expiry / Renewal date	19/04/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 35, 36, 37, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	



EMaC Limited

	Trade mark number	UK00003045575	Owner ID number	353086
	Type	Figurative	Owner name	EMaC Limited
	Filing date	06/03/2014		
	Registration date	13/06/2014	Representative ID number	
	Expiry / Renewal date	06/03/2024	Representative name	Paris Smith LLP
	Nice Classification	9		
	Trade mark status	Registered		
	Basis	UK	Comments	


	Trade mark number	UK00003047036	Owner ID number	353086
	Type	Figurative	Owner name	EMaC Limited
	Filing date	16/03/2014		
	Registration date	15/08/2014	Representative ID number	
	Expiry / Renewal date	16/03/2024	Representative name	Paris Smith LLP
	Nice Classification	35, 36, 38, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

1Insurer Limited


INNOVATION INSURER	Trade mark number	UK00003006897	Owner ID number	539128
	Type	Word	Owner name	1Insurer Limited
	Filing date	21/05/2013		
	Registration date	30/05/2014	Representative ID number	
	Expiry / Renewal date	21/05/2023	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

 	Trade mark number	UK00003058563	Owner ID number	539128
	Type	Series - Figurative	Owner name	1Insurer Limited
	Filing date	05/06/2014		
	Registration date	14/11/2014	Representative ID number	
	Expiry / Renewal date	05/06/2024	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

1INSURER	Trade mark number	UK00003146640	Owner ID number	539128
	Type	Word	Owner name	1Insurer Limited
	Filing date	27/01/2016		
	Registration date	29/04/2016	Representative ID number	
	Expiry / Renewal date	27/01/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	


1INSURER 	Trade mark number	UK00003146641	Owner ID number	539128
	Type	Figurative	Owner name	1Insurer Limited
	Filing date	27/01/2016		
	Registration date	22/04/2016	Representative ID number	
	Expiry / Renewal date	27/01/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

1INSURER CONNECT	Trade mark number	UK00003146642	Owner ID number	539128
	Type	Word	Owner name	1Insurer Limited
	Filing date	27/01/2016		
	Registration date	22/04/2016	Representative ID number	
	Expiry / Renewal date	27/01/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

 1INSURER CONNECT	Trade mark number	UK00003146646	Owner ID number	539128
	Type	Figurative	Owner name	1Insurer Limited
	Filing date	27/01/2016		
	Registration date	22/04/2016	Representative ID number	
	Expiry / Renewal date	27/01/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

1INSURER ANALYTICS	Trade mark number	UK00003146647	Owner ID number	539128
	Type	Word	Owner name	1Insurer Limited
	Filing date	27/01/2016		
	Registration date	22/04/2016	Representative ID number	
	Expiry / Renewal date	27/01/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

1INSURER	Trade mark number	UK00003149253	Owner ID number	539128
	Type	Word	Owner name	1Insurer Limited
	Filing date	11/02/2016		
	Registration date		Representative ID number	
	Expiry / Renewal date	11/02/2026	Representative name	Paris Smith LLP
	Nice Classification	36		
	Trade mark status	Registered		
	Basis	UK	Comments	

 1INSURER ANALYTICS	Trade mark number	UK00003158272	Owner ID number	539128
	Type	Figurative	Owner name	1Insurer Limited
	Filing date	06/04/2016		
	Registration date		Representative ID number	
	Expiry / Renewal date	06/04/2026	Representative name	Paris Smith LLP
	Nice Classification	9, 36, 42		
	Trade mark status	Registered		
	Basis	UK	Comments	

#### Patents - UK Entities

System for protection a building from subsidence damage	Application Number	GB1318758.8	Owner ID number	539128
	Publication Number	GB2519543	Owner name	Infront Solutions Limited
	Inventors	Stephen Plante		
	Filing Date	23/10/2013		
	Grant Date	07/03/2017	Address for Service	CSY London, 10 Fetter Lane, London, AC4A 1BR
	Countries	UK		
	Status	Granted	Comments	Renewal due 23/10/2021 (9th Year)



**SCHEDULE 7**  
**BANK ACCOUNTS**

<b>Legal UK Entity</b>	<b>Bank</b>	<b>Sort code</b>	<b>Number</b>	<b>CCY</b>
Axios Bidco Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Axios Bidco Limited	Barclays Bank plc	■■■■■	■■■■■	EUR
The Innovation Group Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
The Innovation Group Limited	Barclays Bank plc	■■■■■	■■■■■	USD
The Innovation Group Limited	Barclays Bank plc	■■■■■	■■■■■	ZAR
The Innovation Group Limited	Barclays Bank plc	■■■■■	■■■■■	AUD
The Innovation Group Limited	Barclays Bank plc	■■■■■	■■■■■	EUR
The Innovation Group Limited	HSBC UK Bank plc	■■■■■	■■■■■	GBP
The Innovation Group Limited	HSBC UK Bank plc	■■■■■	■■■■■	AUD
The Innovation Group Limited	BNP Paribas (London Branch)	■■■■■	■■■■■	GBP
Innovation Group (EMEA) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Group (EMEA) Limited	Barclays Bank plc	■■■■■	■■■■■	EUR
Innovation Group (EMEA) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Group (EMEA) Limited	Barclays Bank plc	■■■■■	■■■■■	USD
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Innovation Property (UK) Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP
Motorcare Services Limited	Barclays Bank plc	■■■■■	■■■■■	GBP

Motorcare Services Limited	Barclays Bank plc	██████	██████	GBP
Motorcare Services Limited	Barclays Bank plc	██████	██████	GBP
Motorcare Services Limited	Barclays Bank plc	██████	██████	GBP
Motorcare Services Limited	Barclays Bank plc	██████	██████	GBP
Motorcare Services Limited	Barclays Bank plc	██████	██████	GBP
Motorcare Services Limited	Barclays Bank plc	██████	██████	GBP
EMaC Limited	Barclays Bank plc	██████	██████	GBP
1 Insurer Limited	Barclays Bank plc	██████	██████	GBP



Executed as a deed by **THE INNOVATION GROUP (EMEA) LIMITED** acting by a director in the presence of:

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS): Elizabeth Dyce  
Group General Counsel

Address:

Executed as a deed by **DIMO COMPUTING LTD** acting by a director in the presence of:

Signature of Director

Signature of witness:

Name (in BLOCK CAPITALS): Elizabeth Dyce  
Group General Counsel

Address:

Executed as a deed by **THE INNOVATION GROUP (EMEA) LIMITED** acting by a director in the presence of:

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS): \_\_\_\_\_

Address: \_\_\_\_\_

Executed as a deed by **DIMO COMPUTING LTD** acting by a director in the presence of:

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS): NIGEL P. HEDGES

Address: \_\_\_\_\_

Executed as a deed by **INNOVATION PROPERTY (UK) LIMITED** acting by a director  
in the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS): NGEL P. HEDGES

Address:

Executed as a deed by **INNOVATION FLEET SERVICES LIMITED** acting by a director  
in the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS): NGEL P. HEDGES

Address:

Executed as a deed by **MOTORCARE SERVICES LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS): NGEL P. HEDGES

Address:

Executed as a deed by **INGLEBY (1879) LIMITED** acting by a director in the presence of:

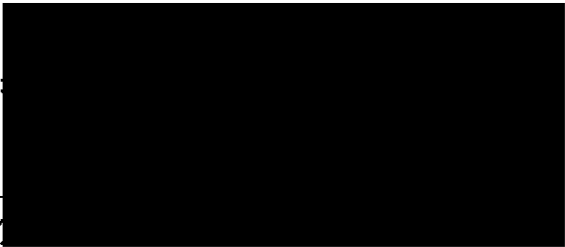
Signature of Director:

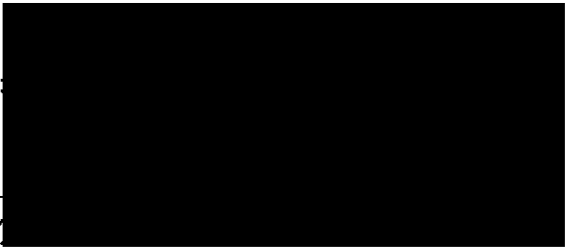
Signature of witness:

Name (in BLOCK CAPITALS): NGEL P. HEDGES

Address:

Executed as a deed by **EMAC LIMITED** acting by a director in the presence of:

Signature of Director: 

Signature of witness: 

Name (in BLOCK CAPITALS): NIGEL P. HEDGET

Address: 

Executed as a deed by **INSURER HOLDINGS LIMITED** acting by a director in the presence of:

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS): \_\_\_\_\_

Address: \_\_\_\_\_



Executed as a deed by **EMAC LIMITED** acting by a director in the presence of:

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS): Elizabeth Dyce  
Group General Counsel

Address: \_\_\_\_\_

Executed as a deed by **INSURER HOLDINGS LIMITED** acting by a director in the presence of:

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS): Elizabeth Dyce  
Group General Counsel


Address: \_\_\_\_\_

Executed as a deed by **1INSURER LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS) Elizabeth Dyce  
Group General Counsel

Address: 

Executed as a deed by **TIG ACQUISITION HOLDINGS LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS) Elizabeth Dyce  
Group General Counsel

Address: 

Executed as a deed by **INNOVATION GROUP BUSINESS SERVICES LIMITED**  
acting by a director in the presence of:

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS): ~~Elizabeth Dyce~~  
Group General Counsel

Address:

**Security Agent**

For and on behalf of

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

By

Name: Chris O'Mahoney  
 Authorised Signatory

Title: .....