



**Registration of a Charge**

Company Name: **H2O NATIONWIDE LIMITED**

Company Number: **03599380**



Received for filing in Electronic Format on the: **23/11/2023**

XCGWK7NT

**Details of Charge**

Date of creation: **14/11/2023**

Charge code: **0359 9380 0007**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES)**

Brief description: **EXCEPT FOR ANY EXCLUDED PROPERTY, ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY IMMATERIAL PROPERTY AND RESTRICTED LAND) AND MATERIAL INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 ("THE DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**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 TRUE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SANDRA BANGA**



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

Company number: 3599380

Charge code: 0359 9380 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2023 and created by H2O NATIONWIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2023 .

Given at Companies House, Cardiff on 24th November 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 and Charge

THIS DEED is made on 14 November 2023

### BETWEEN:

- (1) The companies named in Schedule 1 (*The New Chargors*) (together, the "**New Chargors**" and each, a "**New Chargor**");
- (2) **Volt Midco (CP) Limited** (registered in England and Wales under number 14764800) (the "**Parent**"); and
- (3) **Kroll Trustee Services Limited** (the "**Security Agent**").

### WHEREAS:

- (A) This Deed is supplemental to a debenture (the "**Principal Deed**") dated 13 October 2023 between (1) Volt Midco (CP) Limited and Cap10 4NetZero Bidco Limited (as the chargors), and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

### THIS DEED WITNESSES as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

#### 1.2 **Additional Definitions:** In this Deed:

"**Excluded Property**" means any Asset owned by, licensed or leased to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Asset and in respect of which consent has not yet been obtained pursuant to Clause 4.4(b) (*Third Party Consents*) of the Principal Deed, including without limitation:

- a) any Asset which a New Chargor is at any time prohibited (whether conditionally or unconditionally) from creating security on or over by reason of any contract, licence, lease, instrument or other written arrangement, in each case, with a third party, in each case to the extent of that prohibition and for long as such prohibition is in existence or until consent has been received from the third party;
- b) any Asset which, if subject to any of the relevant security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party; and

- c) any investment in a joint venture (or similar arrangement or other minority interest investment), if creating security on or over is restricted at law and/or pursuant to a shareholders' agreement or equivalent written arrangement with a third party.

**"Immaterial Property"** means:

- (a) any leasehold property owned by a New Chargor which is held under a rack rent lease or a lease, the remaining term of which is less than 20 years from the date of this Deed or, if later, the date on which such leasehold property was acquired by the Group; and
- (b) any freehold property with a market value of less than £3,000,000.

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

**"Intra-Group Loans"** means:

- (a) the loans by the Parent as lender to the Company as borrower; and
- (a) the loans by the Company as lender to any member of the Target Group as borrower.

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

**"Material Intellectual Property"** means:

- (a) the Specified Intellectual Property (if any) and any Intellectual Property specified in this Deed; and
- (b) any other Intellectual Property which is material in the context of the business of each New Chargor.

**"Restricted IP"** means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 4.4(b) (*Third Party Consents*) of the Principal Deed, including without limitation:

- (a) any Intellectual Property which a New Chargor is at any time prohibited (whether conditionally or unconditionally) from creating security on or over by reason of any contract, licence, lease, instrument or other written arrangement, in each case, with a third party, in each case to the extent of that prohibition and for long as such prohibition is in existence or until consent has been received from the third party; and
- (b) any Intellectual Property which, if subject to any of the relevant security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or require any member of the Group to take any action materially

adverse to the interests of the Group or any member thereof, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party.

**"Restricted Land"** means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 4.4(a) (*Third Party Consents*) of the Principal Deed, including without limitation:

- (a) any Land which a New Chargor is at any time prohibited (whether conditionally or unconditionally) from creating security on or over by reason of any contract, licence, lease, instrument or other written arrangement, in each case, with a third party, in each case to the extent of that prohibition and for long as such prohibition is in existence or until consent has been received from the third party; and
- (b) any Land which, if subject to any of the relevant security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party.

**"Scottish Assets"** means assets located in Scotland or otherwise governed by Scots law.

**"Specified Intellectual Property"** means the Intellectual Property set out in Schedule 4 to this Deed.

## 2. ACCESSION BY EACH NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due and payable at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

## 3. ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries)

(excluding any Scottish Assets), all of its rights, title and interest from time to time in respect of:

- (a) any sums payable to it pursuant to the Insurance Policies;
- (b) the Hedging Agreements; and
- (c) any Intra-Group Loans,

save that, subject to the terms of any other Finance Document and prior to the Security constituted by this Deed becoming enforceable, all rights and remedies, any discretions or judgements, the giving of any waivers or consents and any entitlement to proceeds and claims arising under such, Insurance Policies, Hedging Agreements and Intra-Group Loans shall be exercised by and at the sole discretion of the relevant New Chargor, but in each case so that such New Chargor shall not create any security assignments over any Excluded Property.

#### 4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries) (excluding any Scottish Assets):

- (a) by way of legal mortgage, all Land (other than any Immaterial Property and Restricted Land) in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
  - (i) all Land (other than any Immaterial Property and Restricted Land) which is now, or in the future becomes, its property;
  - (ii) all Land (other than any Immaterial Property) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
  - (iii) all other interests and rights in or relating to Land (other than any Immaterial Property and Restricted Land) or in the proceeds of sale of Land now or in the future belonging to it;
  - (iv) all plant and machinery now or in the future attached to any Land (other than any Immaterial Property) which, or an interest in which, is charged by it under the preceding provisions of this Clause 4 (*Fixed Security*);
  - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
  - (vi) all Specified Investments which are on the date of this Deed its property, including all proceeds of sale derived from them;

- (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Material Intellectual Property presently belonging to it, including any such Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Material Intellectual Property that may be acquired by or belong to it in the future, including any such Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world;
- (xvi) all Material Intellectual Property (including any Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Material Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs 4(b)(xii) to 4(b)(xvii) inclusive of this Clause 4 (*Fixed Security*);
- (xix) all trade debts now or in the future owing to it;



- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them,

but, in each case, so that such New Chargor shall not create any fixed security over any Excluded Property.

#### 5. CREATION OF FLOATING CHARGE

Each New Chargor, with full title guarantee (or with absolute warrandice in respect of Scottish Assets), charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 5.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets which are Scottish Assets whether or not effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*),

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, except in each case as permitted by Clause 26.17 (*Negative Pledge*) of the Facilities Agreement, and each New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 26.18 (*Disposals*) of the Facilities Agreement).

- 5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2 (*Accession by Each New Chargor to the Principal Deed*)) that, subject to Clause 5.3 (*Scottish Assets*) the crystallisation provisions contained in Clause 5 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

5.3 The crystallisation provisions contained in Clause 5 of the Principal Deed will not apply to any Scottish Assets if and to the extent that a Receiver would not be capable of exercising his or her powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such crystallisation by notice or automatic crystallisation.

6. **THIRD PARTY CONSENTS**

6.1 If a New Chargor has an interest in any Restricted Land, that New Chargor shall:

- (a) within 5 Business Days of its execution of this Deed, use its reasonable endeavours to obtain the consent of each landlord of such Restricted Land for the creation of the charges envisaged by Clause 4(b)(ii) (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such landlord);
- (b) on request, keep the Security Agent informed of the progress of its negotiations with any such landlord; and
- (c) on request, provide the Security Agent with a copy of each such consent promptly after its receipt.

6.2 If a New Chargor has an interest in any Restricted IP which is Material Intellectual Property, that New Chargor shall:

- (a) within 5 Business Days of its execution of this Deed, use its reasonable endeavours to obtain the consent of each counterparty whose consent is required for the creation of the charges over such Restricted IP envisaged by sub-paragraph 4(b)(xvi) of Clause 4 (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such counterparty);
- (b) on request, keep the Security Agent informed of the progress of its negotiations with any such counterparty; and
- (c) on request, provide the Security Agent with a copy of each such consent promptly after its receipt;

6.3 If a New Chargor has an interest in any Excluded Property which the Majority Lenders in their sole discretion consider to be material to the Group's business, that New Chargor shall:

- (a) within 5 Business Days of its execution of this Deed, use its reasonable endeavours to obtain the consent or waiver of prohibition or condition of each counterparty whose consent is required for the creation of the charges over such Excluded Property envisaged by Clause 4 (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such counterparty), except where such application or endeavours would involve placing commercial relationships with third parties in jeopardy;
- (b) on request, keep the Security Agent informed of the progress of its negotiations with any such counterparty; and
- (c) on request, provide the Security Agent with a copy of each such consent promptly after its receipt.

6.4 Subject to Clauses 6.1, 6.2 and 6.3 above, if such New Chargor has used its reasonable endeavours but has not been able to obtain the relevant consent or waiver of prohibition or

condition within 30 Business Days of the date of the initial request for the consent or waiver, its obligation to obtain such consent or waiver shall cease on the expiry of such 30 Business Day period.

**7. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Except as otherwise permitted under any of the Finance Documents or with the prior written consent of the Security Agent:

- (a) no New Chargor shall create or permit to subsist any Security over any of its Assets;
- (b) no New Chargor shall sell, transfer or otherwise dispose of any of its Receivables; and
- (c) no New Chargor shall:
  - (i) sell, transfer or otherwise dispose of any of its Assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
  - (ii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (iii) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction would be in breach of the Facilities Agreement.

**8. RIGHT OF APPROPRIATION**

8.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

8.2 The Security Agent may, on or at any time after a Declared Default, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

8.3 The value of any Financial Collateral appropriated under Clause 8.2 (*Right of Appropriation*) shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

8.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

8.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 8.3 (*Right of Appropriation*) is commercially reasonable.

9. **APPLICATION TO HM LAND REGISTRY:**

Each New Chargor in relation to each register of title of any present and future Land of that New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:

- (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
- (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
- (iii) a form RX1 (*application to register a restriction*) in the following terms:  

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer.";
- (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (v) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

For the avoidance of doubt, the provisions of this Clause 9 (*Application to HM Land Registry*) shall apply only to the Immaterial Property once the floating charge created by the relevant New Chargors which own such assets has crystallised pursuant to Clause 5 (*Crystallisation*) of the Principal Deed.

10. **POWER OF ATTORNEY**

10.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which that New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) following the occurrence of a Declared Default, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by

this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

10.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause save to the extent that the Security Agent or any such nominee and/or receiver does not act in accordance with the provisions of Clause 10.1 (Appointment of Attorney) above.

10.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

#### 11. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 **Error! Reference source not found.** (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 3 (*Notice Details*).

#### 12. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

#### 13. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

#### 14. ENFORCEMENT

##### 14.1 Jurisdiction:

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

14.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, Everwarm Ltd:

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and

- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

**15. FINANCE DOCUMENT**

This Deed is a Finance Document.

**THIS DEED** has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

**Schedule 1****The New Chargors**

<b>Name</b>	<b>Company Reference Number</b>	<b>Jurisdiction</b>
Sureserve Group Limited	09411297	England and Wales
Sureserve Holdings Limited	04659062	England and Wales
Sureserve Compliance Services Limited	09790918	England and Wales
Sureserve Energy Services Limited	09790912	England and Wales
Aaron Services Limited	03193203	England and Wales
K & T Heating Services Limited	05158607	England and Wales
Sureserve Fire and Electrical Limited	02504054	England and Wales
H2O Nationwide Limited	03599380	England and Wales
Sure Maintenance Limited	04072464	England and Wales
Coreenergy Limited	09342867	England and Wales
Providor Limited	03554820	England and Wales
Sureserve Asset Services Limited	14843644	England and Wales
Everwarm Ltd	SC390210	Scotland

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**Schedule 2**

**Registered land to be mortgaged**

None as at the date of this Deed.

**Unregistered land subject to first registration upon the execution of this Deed**

None as at the date of this Deed.



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**Schedule 3**

**Notice Details**

Name	Notice Details
Sureserve Group Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Sureserve Holdings Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Sureserve Compliance Services Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>

Sureserve Energy Services Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Aaron Services Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
K & T Heating Services Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Sureserve Fire and Electrical Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>

H2O Nationwide Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Sure Maintenance Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Coreenergy Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>
Providor Limited	<p><b>Address:</b></p> <p>3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU</p> <p><b>Email:</b></p> <p>██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com</p> <p><b>Attention:</b></p> <p>Fabrice Nottin, Mandar Kulkarni, Luigi Aridon</p>

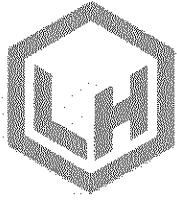


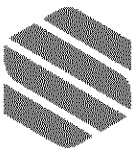


Sureserve Asset Services Limited	<b>Address:</b> 3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU <b>Email:</b> ██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com <b>Attention:</b> Fabrice Nottin, Mandar Kulkarni, Luigi Aridon
Everwarm Ltd	<b>Address:</b> 3rd Floor, 12 Charles II Street, St James's, London, United Kingdom, SW1Y 4QU <b>Email:</b> ██████████@cap10partners.com, ██████████@cap10partners.com, ██████████@cap10partners.com <b>Attention:</b> Fabrice Nottin, Mandar Kulkarni, Luigi Aridon

This electronic deed of which this is a print out is amended this day 23 November 2023 as follows

- 19 - Hogan Lovells International LLP being authorised by the parties to correct these minor amendments.

## Schedule 4

## Specified Intellectual Property

Chargor	Registered Trademark	Jurisdiction	Registration number and classes
Sureserve Group Plc Limited (formerly Sureserve Group Plc)		England and Wales	UK00003061175 37
<del>Sureserve Group Plc</del>	Sureserve SURESERVE	England and Wales	UK00003319332 7, 9, 11, 37, 40, 42
<del>Sureserve Group Plc</del>	 SureserveGroup	England and Wales	UK00003338551 7, 9, 11, 37, 40, 42
Sureserve Group Plc Limited (formerly Sureserve Group Plc)	  	England and Wales	UK00003338552 7, 9, 11, 37, 40, 42
<del>Sureserve Group Plc</del>	EVERWARM	England and Wales	UK00003339708 7, 9, 11, 37, 40, 42
Sureserve Holdings Limited	K&T HEATING	England and Wales	UK00003078827 37, 42
Sureserve Holdings Limited	ALLIED PROTECTION	England and Wales	UK00003078841 37, 42
Sureserve Holdings Limited	H <sub>2</sub> O Nationwide 	England and Wales	UK00003078877 37, 42

Hogan Lovells International LLP

Hogan Lovells International LLP







Hogan Lovells International LLP

Hogan Lovells International LLP

Hogan Lovells International LLP

This electronic deed of which this is a print-out is amended this day 23 November 2023 as follows

- 20 - Hogan Lovells International LLP, being authorized on behalf of the parties to correct these minor amendments.

Sureserve Holdings Limited	<b>Everwarm</b>  Part of the Lakeland Group	England and Wales	UK00003078902 37
Sureserve Holdings Limited	<b>Foster</b>  Part of the Lakeland Group	England and Wales	UK00003116731 37
Sureserve Holdings Limited	<b>SmartMetering</b> 	England and Wales	UK00003119318 9, 37, 42
Sureserve Holdings Limited	<b>PROVIDOR</b>	England and Wales	UK00003119319 9, 37, 42
Sureserve Holdings Limited	<b>SureMaintenance</b> 	England and Wales	UK00003143386 37, 42
Sureserve Holdings Limited	<b>Aaron Services</b>	England and Wales	UK00003143390 37, 42
Sureserve Holdings Limited	<b>PrecisionLifts</b> 	England and Wales	UK00003143391 37, 42
Sureserve Energy Services Limited	<b>SAFEHAUS</b>	England and Wales	UK00003912237 9, 35, 36, 37, 38, 42
Sureserve Energy Services Limited	<b>SAFEHOUSE</b>	England and Wales	UK00003912239 9, 35, 36, 37, 38, 42
<del>Just Energy Solutions Limited</del>	<del> Solar Buyback solutions</del>		<del>UK00003113631 36, 40</del>

Hogan Lovells International LLP

Execution Pages

EXECUTION

THE NEW CHARGORS

Executed as a  
Deed by **SURESERVE GROUP LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Executed as a )  
Deed by **SURESERVE HOLDINGS LIMITED** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



- 23 -

Executed as a )  
Deed by **SURESERVE COMPLIANCE** )  
**SERVICES LIMITED** (pursuant to a resolution )  
of its Board )  
of Directors) acting by:



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 24 -

Executed as a )  
Deed by **SURESERVE ENERGY SERVICES** )  
**LIMITED** (pursuant to a resolution of its Board )  
of Directors) acting by: )



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executed as a  
Deed by **AARON SERVICES LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)

  
Director

Graham Levinsohn

in the presence of:


Signature of witness:

  
\_\_\_\_\_

Name of witness:

Anita Levinsohn

Address of witness:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

- 27 -

Executed as a )  
Deed by SURESERVE FIRE AND )  
ELECTRICAL LIMITED (pursuant to a )  
resolution of its Board )  
of Directors) acting by:



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



\_\_\_\_\_

\_\_\_\_\_

- 28 -

Executed as a  
Deed by **H2O NATIONWIDE LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



- 29 -

Executed as a  
Deed by **SURE MAINTENANCE LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



\_\_\_\_\_

\_\_\_\_\_

- 30 -

Executed as a  
Deed by **COREENERGY LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Graham Levinsohn

Director

in the presence of:

Signature of witness:



Name of witness:

Anita Levinsohn

Address of witness:



\_\_\_\_\_

\_\_\_\_\_



- 31 -

Executed as a  
Deed by **EVERWARM LTD**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)

  
Director

Graham Levinsohn

in the presence of:

Signature of witness:

\_\_\_\_\_

Name of witness:

Anita Levinsohn

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 32 -

Executed as a  
Deed by **PROVIDOR LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)

  
Director

Graham Levinsohn

in the presence of:


Signature of witness:

  
\_\_\_\_\_

Name of witness:

Anita Levinsohn

Address of witness:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

- 33 -

Executed as a )  
Deed by **SURESERVE ASSET SERVICES** )  
**LIMITED** (pursuant to a resolution of its Board )  
of Directors) acting by: )

  
Director

robert stirling

in the presence of:


Signature of witness:

\_\_\_\_\_

Name of witness:

Ryan Stirling

Address of witness:

  
\_\_\_\_\_  
\_\_\_\_\_

**THE PARENT**

Executed as a  
Deed by **VOLT MIDCO (CP) LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Mandar Kulkarni

Director

in the presence of:

Signature of witness:



Name of witness:

Owain Rhodda

Address of witness:



\_\_\_\_\_

\_\_\_\_\_

THE SECURITY AGENT

Signed by  
for and on behalf of  
**KROLL TRUSTEE SERVICES LIMITED**

)  
)  
)  
)



Kathleen Russell

Authorised Signatory