



Registration of a Charge

Company Name: **SPF PRIVATE CLIENTS LIMITED**

Company Number: **03680970**



Received for filing in Electronic Format on the: **20/07/2023**

XC85SHFU

Details of Charge

Date of creation: **17/07/2023**

Charge code: **0368 0970 0004**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3680970

Charge code: 0368 0970 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2023 and created by SPF PRIVATE CLIENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2023 .

Given at Companies House, Cardiff on 21st July 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**

ACCESSION DEED

THIS ACCESSION DEED is made on 17 July 2023

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an “**Acceding Company**”);
- (2) **HGH FINANCE LIMITED** a limited liability company, incorporated in England and Wales with registered number 13645436 (the “**Company**”); and
- (3) **WILMINGTON TRUST, NATIONAL ASSOCIATION** as collateral agent for the Secured Parties (the “**Collateral Agent**”).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 1 October 2021 and made between (1) the Chargors named in it and (2) the Collateral Agent (the “**Debenture**”).

IT IS AGREED:**1. DEFINITIONS AND INTERPRETATION****(a) Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY**(a) Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Collateral Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Collateral Agent for the payment and discharge of the Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of Security*), 4 (*Fixed Security*) and 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part I of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its Other Accounts (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details of Security Assets owned by Acceding Company*) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property; and
- (v) by way of absolute assignment the Insurances and all claims under the Insurances and all proceeds of the Insurances,

in each case, for the avoidance of doubt, other than in respect of any Excluded Collateral.

(d) Consent

Pursuant to clause 19.3 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

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

5. **NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **GOVERNING LAW**

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Company as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Company.

SCHEDULE 1 TO THE ACCESSION DEED**The Acceding Companies**

Name of Acceding Company	Registration Number
Dickson Financial Services Limited	06612875
Eridge Underwriting Agency Ltd	09574780
Incepta Risk Management Ltd	07285254
Right To Health Limited	06521982
Philip Williams (G Ins) Management Limited	11181168
SPF Private Clients Limited	03680970
UKGlobal Broking Group Limited	08004753

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Companies****Part 1 - Real Property**

Registered land				
Chargor	Address	Title number		
N/A	N/A	N/A		
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
N/A	N/A	N/A	N/A	N/A

Part 2 - Charged Securities

Company	Name of company in which shares are held	Class of shares held	Number of shares held	Number of shares issued
SPF Private Clients Limited	SPF Private Clients (Channel Islands) Limited	Ordinary	25,000	25,000
UKGlobal Broking Group Limited	UKGlobal Wakefield Limited	Ordinary	160	200
UKGlobal Broking Group Limited	UKGlobal Healthcare Solutions Limited	Ordinary	120	200
UKGlobal Broking Group Limited	UKGlobal Risk Solutions Limited	C Ordinary	180	300
UKGlobal Broking Group Limited	UKGlobal Midlands Limited	Ordinary	11,300	20,000
UKGlobal Broking Group Limited	UKGlobal London Limited	Ordinary	110	200
UKGlobal Broking Group Limited	UKGlobal Bristol Limited	Ordinary	115	200
UKGlobal Broking Group Limited	UKGlobal Chester Limited	Ordinary	135	200
UKGlobal Broking Group Limited	UKGlobal Solihull Limited	Ordinary	145	200
UKGlobal Broking Group Limited	UKGlobal Leeds Limited	Ordinary	11,250	20,000
UKGlobal Broking Group Limited	UKGlobal Group Risk Limited	Ordinary	1	1

Part 3 - Charged Accounts

Charged Accounts			
Account Holder/Entity	Account Number	Account Bank	Account bank branch address and sort code
SPF Private Clients Limited	6041	Barclays Bank plc	20-00-00 1 Churchill Place, London, E14 5HP
Eridge Underwriting Agency Ltd	6960	Lloyds Tsb Bank Plc	30-65-41 39 Threadneedle Street, London, EC2R 8AU
Dickson Financial Services Limited	7823	Clydesdale Bank plc	82-64-05 94 To 96 Briggate, Leeds, West Yorkshire, LS1, 6NP
Dickson Financial Services Limited	2643	Barclays Bank plc	20-91-79 Leicester, Leicestershire, LE87 2BB
Dickson Financial Services Limited	0422	Barclays Bank plc	20-91-79 Leicester, Leicestershire, LE87 2BB
Dickson Financial Services Limited	7181	Barclays Bank plc	20-91-79 Leicester, Leicestershire, LE87 2BB
Dickson Financial Services Limited	7489	Barclays Bank plc	20-91-79 Leicester, Leicestershire, LE87 2BB
Philip Williams (G Ins) Management Ltd	1923	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	7836	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	8583	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	4587	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	4586	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	2836	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	7442	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Philip Williams (G Ins) Management Ltd	1223	National Westminster Bank Plc	60-20-29 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Right to Health Ltd	9829	Royal Bank of Scotland	16-32-45 Liverpool Csc, Stephenson Way, Wavertree, Liverpool, L13, 1HE
Right to Health Ltd	2453	Royal Bank of Scotland	16-32-45 Liverpool Csc, Stephenson Way, Wavertree, Liverpool, L13, 1HE

Charged Accounts			
Incepta Risk Management	5563	National Westminster Bank Plc	56-00-18 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
Incepta Risk Management	7256	National Westminster Bank Plc	56-00-18 Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT
UKGlobal Broking Group Limited	9636	Barclays Bank plc	20-55-41 Leicester, Leicestershire, LE87 2BB
UKGlobal Broking Group Limited	3755	Barclays Bank plc	20-55-41 Leicester, Leicestershire, LE87 2BB
UKGlobal Broking Group Limited	3744	Barclays Bank plc	20-55-41 Leicester, Leicestershire, LE87 2BB
UKGlobal Broking Group Limited	8039	Barclays Bank plc	20-55-41 Leicester, Leicestershire, LE87 2BB

EXECUTION PAGES OF THE ACCESSION DEED

THE COMPANY

EXECUTED AS A DEED
By: HGH FINANCE LIMITED

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DocuSigned by:
[Redacted Signature]
0CF5951D2A78451...
Mark craig

Signature of Director
Name of Director

in the presence of:

[Redacted Signature]
4428481E20824E3...
Emily westbrook
[Redacted Address]

Signature of witness
Name of witness
Address of witness

Address: One Creechurch Place, London, United Kingdom, EC3A 5AF

THE ACCEDING COMPANIES

EXECUTED AS A DEED)
By: DICKSON FINANCIAL SERVICES LIMITED)
)

DocuSigned by: [Redacted Signature]
19A3971090A1418... Signature of Director
Stuart Rootham Name of Director

in the presence of:

DocuSigned by: [Redacted Signature]
EC78A5F08518496... Signature of witness
Lindsay Rootham Name of witness
[Redacted Address] Address of witness

Address: Avenue House, 31 The Avenue, Watford, England, WD17 4AJ

EXECUTED AS A DEED
By: **ERIDGE UNDERWRITING AGENCY LTD**

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)
)

DocuSigned by:
[Redacted Signature]
659681859CEA456...
Malcolm Clemitson

Signature of Director
Name of Director

in the presence of:

DocuSigned by:
[Redacted Signature]
73230A076644438...
christopher smith
[Redacted Address]

Signature of witness
Name of witness
Address of witness

Address: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, United Kingdom, RM1 3NH

EXECUTED AS A DEED
By: INCEPTA RISK MANAGEMENT LIMITED

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DocuSigned by:
[Redacted Signature]
48A3971080A1448...
Stuart Rootham

Signature of Director
Name of Director

in the presence of:

DocuSigned by:
[Redacted Signature]
EC76A5F08516496...
Lindsay Rootham
[Redacted Address]
.....

Signature of witness
Name of witness
Address of witness

Address: One Creechurch Place, London, United Kingdom, EC3A 5AF

EXECUTED AS A DEED
By: **RIGHT TO HEALTH LIMITED**

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)

DocuSigned by:
[Redacted Signature]
319A9F24EF5A420.....
Jonathan Cumpstey
.....

Signature of Director
Name of Director

in the presence of:

DocuSigned by:
[Redacted Signature]
83772BB0939E448.....
Tracey Taylor
.....
[Redacted Address]
.....
.....

Signature of witness
Name of witness
Address of witness

Address: 98 Hornchurch Road, Hornchurch, Essex, RM11 1JS

EXECUTED AS A DEED
By: **PHILIP WILLIAMS (G INS) MANAGEMENT LIMITED**

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)
)

DocuSigned by:
[Redacted Signature]
319A9F24EF5A423...
Jonathan Cumpstey

Signature of Director
Name of Director

in the presence of:

DocuSigned by:
[Redacted Signature]
83772BB0939E448...
Tracey Taylor
[Redacted Address]
.....

Signature of witness
Name of witness
Address of witness

Address: 35 Walton Road, Stockton Heath, Warrington, Cheshire, United Kingdom, WA4 6NW

EXECUTED AS A DEED
By: **SPF PRIVATE CLIENTS LIMITED**



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DocuSigned by:

E51F48F8CCDC470...
Matthew Neave

Signature of Director
Name of Director

in the presence of:

DocuSigned by:

8C9E6392B3A747F...
Sadie Neave

.....

Signature of witness
Name of witness
Address of witness

Address: 33 Gracechurch Street, London, England, EC3V 0BT

EXECUTED AS A DEED
By: **UKGLOBAL BROKING GROUP LIMITED**

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)
)

DocuSigned by:
[Redacted Signature]
49A3971090A1448...
Stuart Rootham

Signature of Director
Name of Director

in the presence of:

DocuSigned by:
[Redacted Signature]
EC76A5F08516496...
Lindsay Rootham
[Redacted Address]
.....

Signature of witness
Name of witness
Address of witness

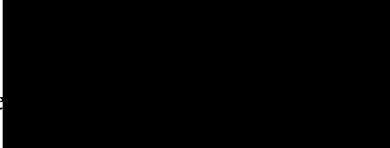
Address: The Boardwalk, 21 Little Peter Street, Manchester, England, M15 4PS

THE COLLATERAL AGENT

Signed by Andrew Lennon for and on behalf of

WILMINGTON TRUST, NATIONAL ASSOCIATION

Signature

A large black rectangular box redacting the signature of Andrew Lennon.