



**Registration of a Charge**

Company Name: **SANLAM WEALTH PLANNING HOLDINGS UK LIMITED**

Company Number: **03882013**



XB6T84QR

Received for filing in Electronic Format on the: **24/06/2022**

**Details of Charge**

Date of creation: **23/06/2022**

Charge code: **0388 2013 0003**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **MACFARLANES LLP**



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

Company number: 3882013

Charge code: 0388 2013 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2022 and created by SANLAM WEALTH PLANNING HOLDINGS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2022 .

Given at Companies House, Cardiff on 27th June 2022

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

**DATE** 23 June 2022

### PARTIES

- 1 **SANLAM PRIVATE INVESTMENTS (UK) LTD** (registered number 02041819) with its registered office at 24 Monument Street, London, England, EC3R 8AJ; and
- 2 **SANLAM WEALTH PLANNING HOLDINGS UK LIMITED** (registered number 03882013) with its registered office at Monument Place, 24 Monument Street, London, England, EC3R 8AJ,  
  
(the "**Additional Chargors**"); and
- 3 **ARES MANAGEMENT LIMITED** acting through its office at 10 New Burlington Street, London W15 3BE as agent and trustee for the Secured Parties (the "**Security Agent**").

### BACKGROUND

- A Each Additional Chargor is a Subsidiary of EPF V UK Wealth Bidco Jersey Limited.
- B EPF V UK Wealth Bidco Jersey Limited has entered into a security agreement dated 20 September 2021 (the "**Security Agreement**") between the Chargors under and as defined in the Security Agreement and the Security Agent.
- C Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

**IT IS AGREED** as follows:

#### 1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

#### 2 Accession and covenant to pay

##### 2.1 With effect from the date of this deed each Additional Chargor:

- 2.1.1 will become a party to the Security Agreement as a Chargor; and
- 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

##### 2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will pay and discharge all Secured Liabilities owing or incurred from or by any Obligor to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

- 2.3 Neither the covenant to pay in clause 2.2 nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

### 3 **Grant of security**

#### 3.1 **Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:
- 3.1.2.1 Properties acquired by it after the date of this deed;
  - 3.1.2.2 Property Interests;
  - 3.1.2.3 Equipment;
  - 3.1.2.4 Securities;
  - 3.1.2.5 Intellectual Property;
  - 3.1.2.6 Debts;
  - 3.1.2.7 Accounts;
  - 3.1.2.8 Goodwill and Uncalled Capital; and
  - 3.1.2.9 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive;
- 3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

#### 3.2 **Floating Security**

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge:

- 3.2.1 all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 (*Fixed security*) inclusive; and
- 3.2.2 all its assets situated in Scotland,

in each case other than any Excluded Assets.

### 3.3 Excluded Assets

For the avoidance of doubt and notwithstanding anything stated to the contrary, nothing in this Deed shall require any Chargor to create any legal mortgage or fixed charge over, or to grant any security assignment in respect of, any Excluded Assets and the parties irrevocably and unconditionally agree that any Excluded Assets or Regulatory Capital shall not constitute Charged Assets for the purposes of this Deed.

## 4 Leasehold security restrictions

4.1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 (*Restrictions on dealing*) of the Security Agreement, any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained.

4.2 For each Excluded Property, each relevant Chargor undertakes to:

4.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or within five Business Days of the relevant Chargor acquiring the Excluded Property (if otherwise) (each an "**Application Date**") and to use its commercially reasonable endeavours to obtain that consent or waiver of prohibition or conditions;

4.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

4.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy,

provided that, in each case, if the Chargor has used its reasonable endeavours but has not been able to obtain the relevant consent or waiver referred to in clause 4.2 its obligation to obtain such consent or waiver shall cease on the expiry of 45 days from delivery of the relevant Application Date.

4.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require.

## 5 IP security restrictions

5.1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 (*Restrictions on dealing*) of the Security Agreement, any Intellectual Property in which a Chargor has an interest under any licence or other agreement which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over interest in such Intellectual Property (in each case "**Excluded IP**") until the relevant condition or waiver has been satisfied or obtained.

5.2 For each asset constituting Excluded IP, each relevant Chargor undertakes to:

5.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed (in relation to Excluded IP owned at the date of this deed) or within five Business Days of the relevant Chargor acquiring the Excluded IP (if otherwise) (each an "**IP Application Date**") and to

use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions;

5.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

5.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy,

provided that, in each case, if the Chargor has used its reasonable endeavours but has not been able to obtain the relevant consent or waiver referred to in clause 5.2 its obligation to obtain such consent or waiver shall cease on the expiry of 20 days from delivery of the relevant IP Application Date.

5.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded IP shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require.

5.4 Clause 5.2 shall not apply where such endeavours, in the opinion of the relevant Additional Chargor, would reasonably be expected to involve placing material commercial relationships with the relevant third party in jeopardy.

## 6 **Land Registry restriction**

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause 6.2 (*Property acquisitions*) of the Security Agreement, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

““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 [ ] in favour of Ares Management Limited referred to in the charges register or their conveyancer”.

## 7 **Miscellaneous**

With effect from the date of this deed:

7.1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);

7.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 2 (*Properties currently owned*) to this deed (or relevant part of it).

## 8 **Governing law**

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

## 9 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

**In Witness** whereof this deed has been duly executed by each Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

## **SCHEDULE 1**

### **Properties currently owned**

#### **Part A: Registered Land**

None as at the date of this deed.

#### **Part B: Unregistered Land**

None as at the date of this deed.



**SCHEDULE 2****Accounts****Trading Accounts**

<b>Chargor</b>	<b>Bank</b>	<b>Account name</b>	<b>Account number</b>	<b>Sort code</b>
Sanlam Private Investments (UK) Ltd	Lloyds Banking Group plc	██████████ ██████████	██████████	██████████
Sanlam Private Investments (UK) Ltd	Lloyds Banking Group plc	██████████ ██████████ ████	██████████	██████████
Sanlam Wealth Planning Holdings UK Limited	National Westminster Bank plc	██████████ ██████████	██████████	██████████

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargors

SANLAM PRIVATE INVESTMENTS (UK) LTD

Executed as a Deed  
by Sanlam Private Investments (UK) Ltd



A black rectangular box redacting the signature of Nicola Fraser.

Nicola Fraser

Name

in the presence of

A black rectangular box redacting the signature of the witness Will Cayzer.

Signature of witness

Name of witness: Will Cayzer

Address of witness: 

Occupation of witness: Businessman

SANLAM WEALTH PLANNING HOLDINGS UK LIMITED

Executed as a Deed  
by Sanlam Wealth Planning Holdings UK  
Limited



A black rectangular box redacting the signature of Nicola Fraser.

Nicola Fraser

Name

in the presence of

A black rectangular box redacting the signature of the witness Will Cayzer.

Signature of witness

Name of witness: Will Cayzer

Address of witness: 

Occupation of witness: Businessman

**The Security Agent**

**ARES MANAGEMENT LIMITED**

By:



Name:

John Atherton

Title:

Authorised signatory