



## Registration of a Charge

Company Name: **QUALITEST SOFTWARE TESTING LTD**

Company Number: **03929849**



Received for filing in Electronic Format on the: **23/06/2021**

XA7A8NRD

### Details of Charge

Date of creation: **14/06/2021**

Charge code: **0392 9849 0010**

Persons entitled: **LUCID TRUSTEE SERVICES 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: **MILBANK LLP**



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

Company number: 3929849

Charge code: 0392 9849 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2021 and created by QUALITEST SOFTWARE TESTING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2021 .

Given at Companies House, Cardiff on 24th June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 14 June 2021.

### BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Additional Chargors) (each an **Additional Chargor**);
- (2) **QUANTUM HOLDING MIDCO 1 LIMITED** a private company with limited liability incorporated under the laws of England and Wales, and its registered office at 1 Appold Street, London, United Kingdom, EC2A 2UT and with registered number 12077562 (the **Parent**); and
- (3) **LUCID TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the **Security Agent**).

### RECITAL:

Each Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated 17 March 2021 between the Original Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **Debenture**). This Security Accession Deed is supplemental to the Debenture.

NOW THIS DEED WITNESSES as follows:

### 1. INTERPRETATION

#### 1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Security Accession Deed or in any notice given under or in connection with this Security Accession Deed.

#### 1.2 Construction

- (a) Clause 1.2 (Terms defined in other Secured Debt Documents) to Clause 1.4 (Incorporation of provisions from Intercreditor Agreement) of the Debenture will be deemed to be set out in full in this Security Accession Deed, but as if references in those clauses to the Debenture were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.
- (c) This Security Accession Deed is a Secured Debt Document.

### 2. AMENDMENT TO DEBENTURE

The definition of "Shares" in the Debenture is hereby amended by adding the words "wholly-owned" in front of the words "Debtor incorporated".

### 3. COMMON PROVISIONS

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

- (a) created with full title guarantee provided that the covenant set out in section 3 Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the Security;

- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Accession 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 Secured Obligations.

#### **4. ACCESSION OF EACH ADDITIONAL CHARGOR**

##### **4.1 Accession**

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

##### **4.2 Covenant to pay**

Subject to any limits on liability as specified in the Secured Debt Documents, each Additional Chargor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Secured Debt Documents.

##### **4.3 Specific Security**

Each Additional Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts including, without limitation, those listed in Schedule 2 (Accounts) of this Security Accession Deed and all Related Rights;
- (b) by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights;
- (c) by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intercompany Receivables and all Related Rights; and
- (d) by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

##### **4.4 Floating charge**

- (a) Each Additional Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertakings of that Additional Chargor.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Additional Chargor under the Secured Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above.

#### **4.5 Property Restricting Charging**

For the avoidance of doubt, Clause 6.8 (Property Restricting Charging) of the Debenture shall apply to this Security Accession Deed.

#### **5. POWER OF ATTORNEY**

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 16.1 (Appointment and powers), Clause 16.2 (Use of powers) and Clause 16.3 (Ratification) of the Debenture.

#### **6. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except as permitted under each of the Secured Debt Documents, each Additional Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of any part of its Charged Assets.

#### **7. IMPLIED COVENANTS FOR TITLE**

The covenants set out in section 3(1) and 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4.3 (Specific Security) or Clause 4.4 (Floating charge).

#### **8. FURTHER ADVANCES**

Subject to the terms of the Secured Debt Documents, the Secured Parties may be under an obligation to make further advances to the Debtors and that obligation will be deemed to be incorporated in this Security Accession Deed as if set out in this Security Accession Deed.

#### **9. CONSENT OF EXISTING CHARGOR(S)**

The Parent agrees and consents for itself and on behalf of each of the existing Chargors to the terms of this Security Accession Deed and further agrees that its execution will in no way prejudice or affect the security granted by each of the existing Chargors under (and covenants given by each of them in) the Debenture or any other Security Accession Deed.

#### **10. EXTENSION OF POWER OF SALE**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession 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 Secured Obligations shall be deemed due and payable for that purpose) on the date of this Security Accession Deed.

#### **11. RESTRICTIONS**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to an Additional Chargor on or at any time after the Security created by or pursuant to this Security Accession Deed has become enforceable in accordance with Clause 10 (Enforcement of Security) of the Debenture.

**12. CONSTRUCTION OF DEBENTURE**

The Debenture and this Security Accession Deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this Security Accession Deed.

**13. NOTICES**

Each Additional Chargor confirms that its address details for notices are as set out in the applicable Accession Deed (or as otherwise updated in accordance with the Intercreditor Agreement).

**14. COUNTERPARTS**

This 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 deed.

**15. GOVERNING LAW**

This deed (including any non-contractual obligations arising out of or in relation to this deed) and any dispute or proceedings arising out of or relating to this deed shall be governed by English law.

IN WITNESS whereof this Security Accession Deed has been duly executed on the date first above written.

**SCHEDULE 1**  
**ADDITIONAL CHARGORS**

<b><u>Name of Additional Chargor</u></b>	<b><u>Registered Number</u></b>
Jupiter Holdco Limited	10238811
QualiTest Software Testing Limited	03929849
TCL Group Limited	05882567

## SCHEDULE 2

### ACCOUNTS

<b>Name of Additional Chargor</b>	<b>Name of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
Qualitest Software Testing Limited	National Westminster Bank	0341	52-10-05



**SIGNATORIES**

**TO SECURITY ACCESSION DEED**

**THE ADDITIONAL CHARGORS**

**EXECUTED AS A DEED**

for and on behalf of:

**JUPITER HOLDCO LIMITED**

By:



Signature of Director

CHRIS WILMOT

Name of Director

in the presence of



Signature of witness

H. WILMOT

Name of witness



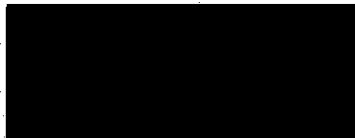
Address of witness

**EXECUTED AS A DEED**

for and on behalf of:

**QUALITEST SOFTWARE TESTING LTD**

By:



Signature of Director

CHRIS WILMOT

Name of Director

in the presence of



Signature of witness

H. WILMOT

Name of witness



Address of witness

**EXECUTED AS A DEED**

for and on behalf of:

**TCL GROUP LIMITED**

By:



Signature of Director

CHRIS WILMOT

Name of Director

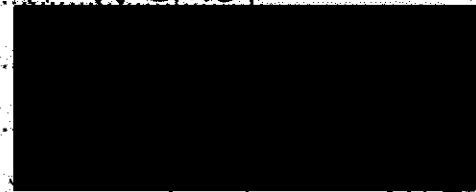
in the presence of



Signature of witness

H. WILMOT

Name of witness



Address of witness

**PARENT**

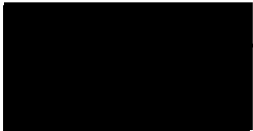
**EXECUTED AS A DEED**

for and on behalf of:

**QUANTUM HOLDING MIDCO 1 LIMITED**

for itself as Parent and as Obligors' Agent

By:



Signature of Director

GRIFF WILMOT

Name of Director

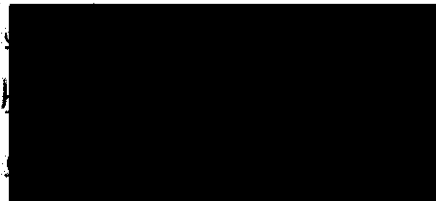
in the presence of



Signature of witness

H. WILMOT

Name of witness

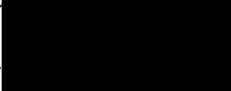


Address of witness

**THE SECURITY AGENT**

For and on behalf of:

**LUCID TRUSTEE SERVICES LIMITED**

By: 

Name: CHRISTIAN HAIN

Title: SENIOR TRANSACTION MANAGER

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

E-mail: [deals@lucid-ats.com](mailto:deals@lucid-ats.com)

Attention: Lucid Agency and Trustee Services Limited