



**Registration of a Charge**

Company Name: **SHIPSERV LIMITED**

Company Number: **03982107**



Received for filing in Electronic Format on the: **25/08/2023**

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**Details of Charge**

Date of creation: **24/08/2023**

Charge code: **0398 2107 0006**

Persons entitled: **SIXTH STREET SPECIALITY LENDING EUROPE II ADVISORS, LTD AS SECURITY AGENT**

Brief description: **THE COMPANY CHARGED BY WAY OF FIXED FIRST CHARGE INTELLECTUAL PROPERTY INCLUDING ANY PATENTS, TRADEMARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, COPYRIGHTS, DATABASE RIGHTS, DESIGN RIGHTS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS (WHICH MAY NOW OR IN THE FUTURE SUBSIST) WHICH IS MATERIAL TO THE OPERATION OF THE GROUP'S BUSINESS.**

**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 CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BEN REGAN**



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

Company number: 3982107

Charge code: 0398 2107 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2023 and created by SHIPSERV LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2023 .

Given at Companies House, Cardiff on 29th August 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**

**THIS SECURITY ACCESSION DEED** is made on 24 August 2023

**BETWEEN:**

- (1) **SHIPSERV LIMITED** a company incorporated in England and Wales with registered number 03982107 (the “**New Chargor**”); and
- (2) **SIXTH STREET SPECIALTY LENDING EUROPE II ADVISORS, LTD** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

**RECITAL:**

This deed is supplemental to a debenture dated 11 August 2023 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (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 deed.

1.2 **Construction**

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this deed.

2. **ACCESSION OF NEW CHARGOR**

2.1 **Accession**

The New 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.

2.2 **Covenant to pay**

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 **Specific Security**

- (a) Subject to clause 3.5 (*Property Restricting Charging*) of the Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time-to-time owned by it or in which it has an interest by way of fixed charge:
  - (i) all of its rights, title and interest in the Intellectual Property;
  - (ii) all of its rights, title and interest in the Equipment;
  - (iii) all the Investments, Shares and all corresponding Related Rights;
  - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;

- (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (vi) all monies standing to the credit of the Bank Accounts and all of its rights, title and interest in relation to those accounts;
- (vii) its goodwill and uncalled capital; and
- (viii) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

## 2.4 Security Assignment

- (a) As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely (subject to any interest not prohibited under the terms of the Finance Documents) with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time-to-time in:

- (i) the Insurance Policies; and
- (ii) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

- (b) Paragraph (a) above shall not prevent the New Chargor dealing with the Assigned Agreements in the ordinary course of its business until a Declared Default has occurred, **provided that** such dealing is permitted under the terms of the Finance Documents (excluding, for the avoidance of doubt, paragraph (a) above).

## 2.5 Floating charge

- (a) Subject to clause 3.5 (*Property Restricting Charging*) of the Debenture, as further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

## 3. NEGATIVE PLEDGE

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.5(a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

except with the prior consent of the Security Agent or unless not prohibited by the Finance Documents.

#### 4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

#### 5. DESIGNATION AS A FINANCE DOCUMENT

This deed is designated as a Finance Document.

#### 6. FAILURE TO EXECUTE

Failure by one or more parties (“**Non-Signatories**”) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

#### 7. GOVERNING LAW

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to hear, decide and settle any dispute or proceeding arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). 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) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

**IN WITNESS** whereof this deed has been duly executed on the date first above written.

## **SCHEDULE 1**

### **SHARES**

None as at the date of this deed.

**SCHEDULE 2**  
**BANK ACCOUNTS**

<b>Account Holder</b>	<b>Account Bank</b>	<b>Account Number</b>	<b>Currency</b>
ShipServ Limited	Lloyds Bank	██████	GBP
ShipServ Limited	Lloyds Bank	██████	EUR
ShipServ Limited	Lloyds Bank	██████	USD
ShipServ Limited	Silicon Valley Bank	████████	USD



## SIGNATURE PAGES

### THE NEW CHARGOR

**EXECUTED AS A DEED** by  
**SHIPSERV LIMITED**  
acting by two directors

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Name(s) .....

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Name(s) .....

CFO

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**THE SECURITY AGENT**

**EXECUTED**

by **SIXTH STREET SPECIALTY LENDING EUROPE II ADVISORS, LTD**

\_\_\_\_\_  
[Redacted Signature] **Signature of Authorised Signatory**

\_\_\_\_\_  
**Robert Karicod** **Name of Authorised Signatory**

**Notice details**

Address: 2100 McKinney Ave  
Suite 1500,  
Dallas, TX 75201

Attention: Daniel Wanek

Email: [Redacted]  
[Redacted]