



Registration of a Charge

Company Name: **INVU 2007 LIMITED**

Company Number: **06283287**



XAVM9NUQ

Received for filing in Electronic Format on the: **13/01/2022**

Details of Charge

Date of creation: **13/01/2022**

Charge code: **0628 3287 0002**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **NOT APPLICABLE**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6283287

Charge code: 0628 3287 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2022 and created by INVU 2007 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2022 .

Given at Companies House, Cardiff on 14th January 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**

This Deed is made on _____ 13 January _____ 2022

Between

- (1) Agilico Midco Limited (registered in England and Wales with number 11336487) (**Parent**);
- (2) Each company listed in Schedule 1 to this Deed (each an **Acceding Chargor** and together, the **Acceding Chargors**); and
- (3) HSBC Corporate Trustee Company (UK) Limited as security agent for the Finance Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 6 December 2019 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third Party Rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

Each Acceding 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.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security agent for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security and, in respect of any leasehold property, excluding the state of repair of any such property);
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent as security agent for the Finance Parties.

2.4 First Legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties (other than any Excluded Property) described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on such property for the time being.

2.5 Assignments

- (a) Subject to a proviso for re-assignment on redemption and to obtaining any necessary consent to that assignment from any third party, each Acceding Chargor assigns:
 - (i) the agreements described in schedule 3 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, each Acceding Chargor shall (in their sole discretion), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consent) under and in connection with the Relevant Agreements and the Relevant Policies and be entitled to all proceeds and claims arising therefrom.

2.6 First Fixed charges

Each Acceding Chargor charges by way of first fixed charge (subject in each case to obtaining any necessary consent to such fixed charge from any third party):

- (a) all other interests and estate in any freehold, leasehold or commonhold property other than Excluded Property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;

- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to each Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by each Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property to the extent it is capable of being charged;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

2.7 **Floating charge**

Each Acceding Chargor charges (subject to any Permitted Security) by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 **Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 **Security power of attorney**

- 4.1 Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which each Acceding Chargor is obliged to take under this Deed and which each Acceding Chargor has been requested in writing by the Security Agent to do but has failed to

do within five Business Days following such request. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

- 4.2 The power of attorney granted under this clause 4 shall become effective only upon the occurrence of an Event of Default which is continuing. For the avoidance of doubt, the Security Agent shall have no obligation to take such action.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address:

Email:

Attention: Phil Jan, CFO

6 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.

7 Governing law and jurisdiction

Clause 30 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Parent and each Acceding Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1**The Acceding Chargors**

Company Name	Registered Number	Registered Office
Invu 2007 Limited	06283287	Ellenborough House C/O Harrison Clark Rickerbys, Wellington Street, Cheltenham, England, GL50 1YD
Invu (UK) Limited	03375359	Ellenborough House C/O Harrison Clark Rickerbys, Wellington Street, Cheltenham, England, GL50 1YD
Invu Services Limited	03319922	Ellenborough House C/O Harrison Clark Rickerbys, Wellington Street, Cheltenham, England, GL50 1YD

Schedule 2

Properties

None

Schedule 3**Subsidiary Shares**

Acceding Chargor	Subsidiary	Description of shares
Invu 2007 Limited (Registered number: 06283287)	Invu (UK) Limited (Registered number: 03375359)	176,001 ordinary shares of £1.00 each
Invu (UK) Limited (Registered number: 03375359)	Invu Services Limited (Registered number: 03319922)	3 ordinary shares of £1.00 each
	Invu International Holdings Limited (Registered number: 03340939)	400 ordinary shares of £1.00 each

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by
Agilico Midco Limited
acting by two directors

)
) Director
)
)
) Director

[Redacted signature]

[Redacted signature]

Acceding Chargors

Executed as a deed by
Invu 2007 Limited
acting by two directors

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) Director
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Executed as a deed by
Invu (UK) Limited
acting by two directors

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Executed as a deed by
Invu Services Limited
acting by two directors

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) Director
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)
) Director

[Redacted signature]

[Redacted signature]

Security Agent

HSBC Corporate Trustee Company (UK) Limited



By: Baljit Purewal

Date: 13 January 2022