



Registration of a Charge

Company Name: **ALCUMUS HOLDINGS LIMITED**

Company Number: **06955372**



Received for filing in Electronic Format on the: **13/05/2022**

XB3WFW41

Details of Charge

Date of creation: **11/05/2022**

Charge code: **0695 5372 0011**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS SECURITY AGENT**

Brief description: **NIL**

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: **CYNTHIA GAO OF WEIL, GOTSHAL & MANGES (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6955372

Charge code: 0695 5372 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2022 and created by ALCUMUS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2022 .

Given at Companies House, Cardiff on 16th May 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**

ACCESSION DEED

THIS ACCESSION DEED is dated 11 May 2022 and made between:

- (1) **DRAGON UK BIDCO LIMITED** (the “**Company**”);
- (2) The companies detailed in Schedule 1 (each an “**Additional Chargor**”);
- (3) **KROLL AGENCY SERVICES LIMITED** (formerly known as Lucid Agency Services Limited) as agent for the other Finance Parties (the “**Agent**”); and
- (4) **KROLL TRUSTEE SERVICES LIMITED** (formerly known as Lucid Trustee Services Limited) as security agent for the Secured Parties (the “**Security Agent**”).

Background

- (A) This Accession Deed is supplemental to a debenture dated 25 February 2022 between, amongst others, the Original Chargor and the Security Agent, as previously supplemented by earlier Accession Deeds (if any) (the “**Debenture**”). This Accession Deed shall take effect as an Accession Deed for the purpose of the Debenture.
- (B) The board of directors of each Additional Chargor is satisfied that entering into this Accession Deed would be most likely to promote the success of such Additional Chargor for the benefit of its members as a whole and to the further benefit and advantage of such Additional Chargor.
- (C) The Security Agent and each Additional Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Accession Deed for the Secured Parties on the terms of the Finance Documents.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.

1.2 Construction

- (a) The provisions in clauses 1.2 (*Incorporation of defined terms*) to 1.7 (*Intercreditor Agreement*) of the Debenture apply to this Accession Deed, except that references to the Debenture shall be construed as references to this Accession Deed.
- (b) The Debenture shall remain in full force and effect as supplemented by this Accession Deed.
- (c) The Debenture and this Accession Deed shall be read together as one instrument on the basis that references in the Debenture to “**this Deed**” will be deemed to be references to the Debenture as supplemented by this Accession Deed.

2 ACCESSION OF ADDITIONAL CHARGORS

2.1 Accession

Each Additional Chargor agrees to become an Additional Chargor and to be bound by the terms of the Debenture as an Additional Chargor pursuant to clause 22 (*Additional Chargors*) of the Debenture.

2.2 Creation of Security Interests

- (a) Subject to Clause 2.7 (*Excluded assets*) of the Debenture, each Additional Chargor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent:
 - (i) by way of first fixed charge, all its Bank Accounts (including, those described in Schedule 3 (*Bank Accounts*) of this Deed);
 - (ii) by way of first fixed charge, all its Receivables;
 - (iii) by way of first equitable mortgage, all its Shares;
 - (iv) by way of first fixed charge, all its Assigned Agreements, to the extent not validly and effectively assigned under paragraph (b) below; and
 - (v) by way of first floating charge, all its undertaking and all its assets, both present and future (including assets expressed to be mortgaged, charged or assigned under this Clause 2.2).
- (b) Subject to Clause 2.7 (*Excluded assets*) of the Debenture, each Additional Chargor, with full title guarantee and as security for the payment of all Secured Obligations, assigns to the Security Agent by way of security all its Assigned Agreements (including, those described in Schedule 4 (*Assigned Agreements*) of this Deed).

2.3 Ranking

The floating charge created by each Additional Chargor under Clause 2.2 (*Creation of Security Interests*) ranks:

- (a) behind all the mortgages, fixed charges and assignments created by that Additional Chargor; but
- (b) in priority to any other Security over the Security Assets of that Additional Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule 2 (*Rights of Receivers*) of the Debenture.

3 SHARES

By countersigning this Deed, the Agent confirms that the Majority Lenders have agreed that, notwithstanding anything to the contrary set out in paragraph (a) of Clause 7.2 (*Documents*) of the Debenture and the terms of the Finance Documents, (i) each Additional Chargor shall be permitted to deliver to the Security Agent, in respect of the Shares, (x) all certificates and other documents of title or evidence of ownership in relation thereto and (y) transfers of the Shares, executed in blank, and other documents relating to the Shares reasonably required by the Security Agent as soon as reasonably practicable following the date of this Deed or, in respect of any Shares that are acquired by such

Additional Chargor after the date of this Deed, as soon as reasonably practicable upon request by the Security Agent following the date that such Shares are acquired.

4 UNDERTAKINGS

4.1 Undertaking to pay

Subject to any limits on its liability specifically recorded in the Finance Documents, each Additional Chargor shall pay each of the Secured Obligations when due in accordance with its terms.

4.2 Negative pledge

No Additional Chargor shall create or permit to subsist any Security or Quasi-Security over any Security Asset, except as permitted by the Finance Documents or with the prior written consent of the Security Agent (acting in accordance with the Intercreditor Agreement).

4.3 Disposals

No Additional Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Security Asset, except as permitted by the Finance Documents.

5 DESIGNATION

In accordance with the Debenture, each of the Security Agent and the Company designate this Accession Deed as a Debt Document.

6 GOVERNING LAW

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

This Accession Deed has been delivered on the date stated at the beginning of this Accession Deed.

SCHEDULE 1**ADDITIONAL CHARGORS**

Name of Additional Chargor	Registered Number	Registered Address
Alcumus Holdings Limited	06955372	Axys House Heol Crochendy, Parc Nantgarw, Cardiff, Wales, CF15 7TW
Alcumus SafeContractor Limited	07618138	Axys House Heol Crochendy, Parc Nantgarw, Cardiff, Wales, CF15 7TW
Alcumus ISOQAR Limited	02637608	Axys House Heol Crochendy, Parc Nantgarw, Cardiff, Wales, CF15 7TW
Alcumus Sypol Limited	04152975	Axys House Heol Crochendy, Parc Nantgarw, Cardiff, Wales, CF15 7TW

SCHEDULE 2

SHARES

Name of Issuer	No. and Type of Shares	Held in Certificated Form
Alcumus Holdings Limited	Alcumus SafeContractor Limited	1 Ordinary Share of £1
Alcumus Holdings Limited	Alcumus ISOQAR Limited	1000 Ordinary Shares of £1
Alcumus Holdings Limited	Alcumus Sypol Limited	801000 Ordinary Shares of £0.10

SCHEDULE 3
BANK ACCOUNTS

Chargor	Bank	Sort Code	Account No.	Name of Account
Alcumus Holdings Limited	HSBC	■	■	Alcumus Holdings Ltd
Alcumus SafeContractor Limited	HSBC	■	■	Alcumus Safecontractor Limited
Alcumus ISOQAR Limited	HSBC	■	■	Alcumus Isoqar Limited

SCHEDULE 4

ASSIGNED AGREEMENTS

Lending Chargor	Borrower	Value of Intercompany Loan Agreement (GBP)	Governing Law of Intercompany Loan Agreement
Alcumus Holdings Limited	eCompliance Management Solutions Inc	13,405,731	England and Wales
Alcumus ISOQAR Limited	Alcumus Holdings Limited	10,370,752	England and Wales
Alcumus Holdings Limited	Alcumus PSM Limited	9,401,335	England and Wales
Alcumus Holdings Limited	Alcumus Group Limited	1,143,988	England and Wales
Alcumus Holdings Limited	Alcumus Banyard Holdings Limited	771,925	England and Wales
Alcumus SafeContractor Limited	Alcumus Holdings Limited	57,809,267	England and Wales
Alcumus SafeContractor Limited	Alcumus ISOQAR Limited	2,644,875	England and Wales
Alcumus ISOQAR Limited	Alcumus Holdings Limited	24,757,052	England and Wales
Alcumus Sypol Limited	Alcumus Holdings Limited	19,558,232	England and Wales
Alcumus Sypol Limited	Alcumus PSM Limited	2,102,273	England and Wales
Alcumus Sypol Limited	Alcumus Info Exchange Limited	1,476,964	England and Wales
Alcumus Sypol Limited	Alcumus ISOQAR Limited	1,556,849	England and Wales


The Company

EXECUTED as a **DEED** by
DRAGON UK BIDCO LIMITED
acting by

)
)
)


as Director

Name: Timothy Jackson


Witness

Name: Richard Craven

Address:

Occupation: Trainee Solicitor

Additional Chargors

EXECUTED as a **DEED** by)
ALCUMUS HOLDINGS LIMITED)
acting by)



as Director

Name: Timothy Jackson



Witness

Name: Richard Craven

Address: 

Occupation: Trainee Solicitor


EXECUTED as a **DEED** by
ALCUMUS SAFECONTRACTOR
LIMITED
acting by


)
)
)
)



as Director

Name: Timothy Jackson



Witness
Name: Richard Craven
Address: 
Occupation: Trainee Solicitor

EXECUTED as a **DEED** by
ALCUMUS ISOQAR LIMITED
acting by

)
)
)


as Director

Name: Timothy Jackson


Witness

Name: Richard Craven

Address: 

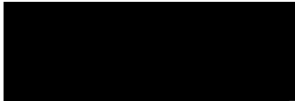
Occupation: Trainee Solicitor

EXECUTED as a **DEED** by
ALCUMUS SYPOL LIMITED
acting by

)
)
)


as Director

Name: Timothy Jackson


Witness

Name: Richard Craven

Address:

Occupation: Trainee Solicitor

For the purposes of paragraph 3 (*Shares*) of this Deed only:

The Agent

EXECUTED by)
KROLL AGENCY SERVICES LIMITED)
acting by)



Authorised Signatory

Name: Ergun Karasalih

The Security Agent

EXECUTED by)
KROLL TRUSTEE SERVICES LIMITED)
acting by)



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Authorised Signatory

Name: Ergun Karasalih