



Registration of a Charge

Company Name: **CONVEYANCING DATA SERVICES LTD**

Company Number: **07159470**



XC9FEZQ4

Received for filing in Electronic Format on the: **07/08/2023**

Details of Charge

Date of creation: **04/08/2023**

Charge code: **0715 9470 0001**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED**

Brief description: **NONE**

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: **HARRISON CLARK RICKERBYS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7159470

Charge code: 0715 9470 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2023 and created by CONVEYANCING DATA SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2023 .

Given at Companies House, Cardiff on 8th 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

SECURITY DEED OF ACCESSION

THIS DEED is made on 4 August 2023

Between

- (1) The companies listed in Schedule 1 (each an "**Acceding Chargor**" and together the "**Acceding Chargors**");
- (2) **AURELIUS IV UK ACQUICO SIX LIMITED**, a private limited company registered in England and Wales with registered number 14272755 and having its registered office address at 6th Floor 33 Glasshouse Street, London, United Kingdom, W1B 5DG (the "**Parent**"); and
- (3) Alter Domus Trustees (UK) Limited (the "**Security Agent**").

Whereas

- (A) This Deed is supplemental to a debenture dated 3 August 2023 between, inter alia, the Chargors and the Security Agent (the "**Debenture**").
- (B) The Acceding Chargors have 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 appoint the Parent as its agent on the terms set out in the Accession Deed.

It is agreed**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed and in addition:

"**Charged Accounts**" means the accounts specified schedule 6 (*Charged Accounts*) to this Deed and any other account charged by or pursuant to this Deed.

"**Investments**" means:

- (a) the securities specified in schedule 3 (*Investments*);
- (b) any stocks, shares, loan capital, debentures, certificates of deposit, securities bonds, or other comparable investment, including, but not limited to, alternative finance investment bonds, whether held directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf; and
- (c) all Related Rights (including all rights as against any such trustee, nominee, fiduciary or clearance system).

"**Material Intellectual Property**" means:

- (a) all Intellectual Property specified in schedule 4 (*Material Intellectual Property*);
- (b) any other Intellectual Property owned by the Chargor that may from time to time be designated as Material Intellectual Property by the Security Agent and the Parent;
- (c) the benefit of all applications and rights to use such assets; and
- (d) all Related Rights.

"Material Contracts" means:

- (a) the agreements listed in schedule 5 (*Material Contracts*) of this Deed;
- (b) any other contract entered into by a Chargor that may from time to time designated as a Material Contract by the Security Agent and the Parent; and
- (c) all Related Rights.

"Mortgaged Real Property" means the Real Property specified in schedule 2 (*Real Property*) to this Deed.

1.2 Interpretation

Clauses 1.2 (*Construction*), 1.4 (*Third Party Rights*), 1.7 (*Incorporation of Terms*) and 1.10 (*Intercreditor Agreement*) 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 Deed.

2 ACCESSION OF ACCEDING CHARGOR

2.1 Accession

The Acceding Chargors agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants that it will pay and discharge the Secured Obligations to the Security Agent when due in accordance with the terms of the Finance Documents (or if they do not specify a time for payment, immediately on demand by the Security Agent).

2.3 Charges

Without prejudice to the generality of Clause 2.1 (*Accession*), each Acceding Chargor with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3.1 (*Fixed security*), 3.2 (*Security Assignment*), 3.3 (*Floating charges*) and 3.4 (*Qualifying floating charges*) of the Debenture.

2.4 Assignments

Each Acceding Chargor with full title guarantee assigns to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the Material Contracts.

2.5 Representations

In addition to the representations made pursuant to clause 8 of the Debenture, each Acceding Chargor makes the representations and warranties set out in this paragraph 2.5 to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (a) each Acceding Chargor is the sole legal and beneficial owner of all of the Charged Property identified against its name in schedules 2 to 6 (inclusive) of this Accession Deed;

- (b) schedule 2 of this Accession Deed identifies all Mortgaged Real Property and Charged Real Property which is beneficially owned by each Acceding Chargor at the date of this Deed; and
- (c) the Investments listed in schedule 3 to the Accession Deed constitute the entire share capital owned by each Acceding Chargor in the relevant Issuer and constitute the entire share capital of each such Issuer.

3 **CONSENT OF EXISTING CHARGORS**

Pursuant to clause 22.6 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (a) consents to the accession of each Acceding Chargor to the Debenture on the terms of this Deed; and
- (b) agrees that the Debenture shall, after the date of this Deed, be read and construed as if each Acceding Chargor had been named in the Debenture as a Chargor; and
- (c) agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture.

4 **SECURITY POWER OF ATTORNEY**

4.1 **Appointment**

- (a) Each Chargor, by way of security irrevocably appoints the Security Agent, each person to whom the Security Agent shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Administrator or Receiver and any of their delegates or sub-delegates jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:
 - (i) carrying out any obligation imposed on the Chargor by this Deed that the Chargor has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
 - (ii) enabling the Security Agent and any Receiver, Administrator and any of their delegates or sub-delegates to exercise any of the powers conferred on them by or pursuant to this Deed or by law.
- (b) The power given under paragraph (a) may be exercised at any time after:
 - (i) the expiry of five days following the failure of the relevant Chargor to do that which it is required to do by the terms of any Finance Document; or
 - (ii) a Declared Default,and shall terminate immediately on the last day of the Security Period.

4.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

5 NOTICES

The Acceding Chargors confirm that their address details for notices in relation to clause 24 (*Notices*) of the Debenture are as follows:

Address: 1200 Delta Business Park, Swindon, Wiltshire, SN5 7XZ

Email: [REDACTED]. Copy to [REDACTED] and [REDACTED]

Attention: Thomas März. Copy to Tristan Nagler and Jonathan Yong at Aurelius Investment Limited 6th Floor 33 Glasshouse Street, London, United Kingdom, W1B 5DG

6 MISCELLANEOUS

- (a) This Deed is a Finance Document.
- (b) The Acceding Chargors have entered into this Deed in consideration of the Security Agent making or continuing to make finance available to the Parent or any other member of the Group on the terms agreed in the Finance Documents.

7 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.

8 GOVERNING LAW AND JURISDICTION

Clauses 26 (*Governing law*) and 27 (*Jurisdiction*) 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 entered into as a deed on the date given at the beginning of this Deed.

Schedule 1**The Acceding Chargors**

| Name | Jurisdiction of incorporation | Registered number |
|--------------------------------|--------------------------------------|--------------------------|
| TM Group (UK) Limited | England & Wales | 05278187 |
| Conveyancing Data Services Ltd | England & Wales | 07159470 |
| TM Property Searches Limited | England & Wales | 03775703 |

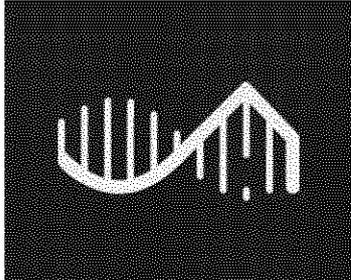
Schedule 2**Mortgaged Real Property**

| Chargor | Address | Title Number |
|--------------------------------------|----------------|---------------------|
| <i>None at the date of this Deed</i> | | |

Schedule 3**Investments**

| Chargor | Name of company in which shares are held | Class of shares held | Number of shares held | Issued Share Capital |
|-----------------------|---|-----------------------------|------------------------------|-----------------------------|
| TM Group (UK) Limited | Conveyancing Data Services Ltd | Ordinary of £1.00 each | 6,120 | 6,120 |
| TM Group (UK) Limited | TM Property Searches Limited | Ordinary of £1.00 | 1 | 1 |
| TM Group (UK) Limited | TM Search Choice Limited (CRN: 05281723) | Ordinary of £1.00 | 1 | 1 |
| TM Group (UK) Limited | TM Ventures Limited (CRN: 05277941) | Ordinary of £1.00 | 1 | 1 |

Schedule 4**Material Intellectual Property**

| Trade Marks | | | |
|-----------------------|---|---------------------|-----------------|
| Chargor | Trade Mark | Registration | Expiry |
| TM Group (UK) Limited | The word marks: "TM Secure" and "TMSecure" | UK00002597362 | 11 October 2031 |
| | The word marks: "mio" and MIO" | UK00003329520 | 6 August 2028 |
| | Two logo images using the term "mio" | UK00003329896 | 7 August 2028 |
| | The word Mark: "tmconvey" | UK00003350027 | 1 November 2028 |
| | "tmconnect" | UK00003350029 | 1 November 2028 |
| | "tmatomic" | UK00003350032 | 1 November 2028 |
| | "tmcore" | UK00003350035 | 1 November 2028 |
| | "tmgroup" | UK00003350040 | 1 November 2028 |
| | A logo for "Property Searches Scotland" | UK00003350041 | 1 November 2028 |
| | A figurative mark representing the Company's main logo | UK00003352077 | 9 November 2028 |
| | The word mark: "PropertyDNA" | UK00003846570 | 7 November 2032 |
| | Two logo images:  | UK00003846573 | 7 November 2032 |

| | | | |
|--------------------------------------|---|--|--|
| |  | | |
| Patents | | | |
| <i>None at the date of this Deed</i> | | | |

Schedule 5**Material Contracts**

| Chargor | Date of Contract | Parties | Details of Contract |
|--------------------------------------|------------------|---------|---------------------|
| <i>None at the date of this Deed</i> | | | |

Schedule 6**Charged Accounts**

| Account Holder | Account Number | Sort Code | Account Bank and address |
|------------------------------------|----------------|------------|---|
| TM Property Searches Limited | [REDACTED] | [REDACTED] | NatWest 84 Commercial Road Swindon, SN1 5NW |
| TM Property Searches Limited | [REDACTED] | [REDACTED] | NatWest 84 Commercial Road Swindon, SN1 5NW |
| TM Property Searches Limited | [REDACTED] | [REDACTED] | NatWest 84 Commercial Road Swindon, SN1 5NW |
| TM Property Searches Limited | [REDACTED] | [REDACTED] | NatWest 84 Commercial Road Swindon, SN1 5NW |
| Conveyancing Data Services Limited | [REDACTED] | [REDACTED] | NatWest 5 Broad Street Wokingham Berkshire RG40 1AX |

| | | | |
|------------------------------------|------------|------------|---|
| Conveyancing Data Services Limited | [REDACTED] | [REDACTED] | NatWest 5 Broad Street Wokingham Berkshire RG40 1AX |
| Conveyancing Data Services Limited | [REDACTED] | [REDACTED] | NatWest 5 Broad Street Wokingham Berkshire RG40 1AX |
| Conveyancing Data Services Limited | [REDACTED] | [REDACTED] | NatWest 5 Broad Street Wokingham Berkshire RG40 1AX |

Schedule 7**Material Insurance Policies**

| Chargor | Policy | Insurer(s) | Policy Number |
|---|---------------------------------|--|----------------------|
| TM Group (UK) Limited | Loss Recovery Insurance | Logica Ltd | 37994 |
| | Crime | Aviva Insurance Limited | 100676023CGF |
| TM Group (UK) Limited TM Property Searches Limited Conveyancing Data Services Ltd | Combined Professional Indemnity | Markel International Insurance Company Limited | P40630 |

EXECUTION TO THE ACCESSION DEED

THE ACCEDING CHARGORS

EXECUTED AS A DEED

By: **TM GROUP (UK) LIMITED**

DocuSigned by:
[Redacted Signature]

Thomas Maerz

Signature of Director

Name of Director

in the presence of

DocuSigned by:
[Redacted Signature]

Evelyn März-weichselgartner

Signature of witness

Name of witness

Address of witness

[Redacted Address]

HR BP

Occupation of witness

EXECUTED AS A DEED

By: **CONVEYANCING DATA SERVICES LTD**

DocuSigned by:
[Redacted Signature]

Thomas Maerz

Signature of Director

Name of Director

in the presence of

DocuSigned by:
[Redacted Signature]

Evelyn März-weichselgartner

Signature of witness

Name of witness

Address of witness

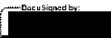
[Redacted Address]

HR BP

Occupation of witness

EXECUTED AS A DEED

By: **TM PROPERTY SEARCHES LIMITED**



Thomas Maerz

Signature of Director

Name of Director

in the presence of



Evelyn März-Weichselgartner

Signature of witness

Name of witness

Address of witness



HR BP

Occupation of witness

THE PARENT

EXECUTED AS A DEED

By: **AURELIUS IV UK ACQUICO SIX LIMITED**



Martyn Cryer

Signature of Director

Name of Director

in the presence of



Katie Dickinson

Signature of witness

Name of witness

Address of witness



Investment Analyst

Occupation of witness

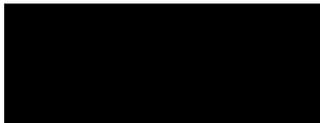
THE SECURITY AGENT

Executed as a deed by
ALTER DOMUS TRUSTEES (UK) LIMITED
acting by an authorised signatory
in the presence of:


.....
Authorised signatory

Witness signature 

Witness name **Daniel Hayward-Hughes**

(block capitals)
Witness address 

Witness Occupation **Attorney**