



Registration of a Charge

Company Name: **WILLIAM JARROD PARTNERSHIP LTD**

Company Number: **07585524**



Received for filing in Electronic Format on the: **20/05/2022**

XB4F41LD

Details of Charge

Date of creation: **13/05/2022**

Charge code: **0758 5524 0001**

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

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

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:

NEEL GOVIND LALWANI



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7585524

Charge code: 0758 5524 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2022 and created by WILLIAM JARROD PARTNERSHIP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2022 .

Given at Companies House, Cardiff on 23rd 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**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO
§859G OF THE COMPANIES ACT 2006, THIS IS A TRUE, COMPLETE
AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED
ORIGINAL INSTRUMENT.

THIS ACCESSION DEED is made on

13 May 2022
DATE: 18 MAY 2022
SIGNED: NEEL LALWANI
DLA PIPER UK LLP

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) FLUIDONE MIDCO 2 LIMITED (the "Parent"); and
- (3) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 13 May 2022 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF EACH ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company 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 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to each Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and

- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Peach PE Holdings Limited	12420145	2nd Floor Stanford Gate, South Road, Brighton, England BN1 6SB
Marathon Information Technology Services Ltd	07178633	2nd Floor Stanford Gate, South Road, Brighton, England BN1 6SB
William Jarrod Partnership Ltd	07585524	2nd Floor Stanford Gate, South Road, Brighton, England BN1 6SB

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Companies****Part 1 - Real Property**

Registered land				
Acceding Company	Address	Administrative Area		Title number
None at the date of this Deed.				
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed.				

Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Peach PE Holdings Limited	Marathon Information Technology Services Ltd	A Ordinary Shares of £0.01 each	6,800	£68.00
Peach PE Holdings Limited	Marathon Information Technology Services Ltd	B Ordinary Shares of £0.01 each	4,882	£48.82
Peach PE Holdings Limited	Marathon Information Technology Services Ltd	C Ordinary Shares of £0.01 each	118	£1.18
Peach PE Holdings Limited	William Jarrod Partnership Ltd	Ordinary shares of £0.0001 each	13,000	£1.30
Peach PE Holdings Limited	William Jarrod Partnership Ltd	A Ordinary shares of £0.0001 each	7,000	£0.70

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Peach PE Holdings Ltd	██████096	Metro Bank	██████████, One Southampton Row, London, England WC1B 5HA
Marathon Information Technology Services Ltd	██████803	Metro Bank	██████████, One Southampton Row, London, England WC1B 5HA
Marathon Information Technology Services Ltd	██████████	Metro Bank	20-21-22, One Southampton Row, London, England WC1B 5HA
Marathon Information Technology Services Ltd	██████458	Metro Bank	██████████, One Southampton Row, London, England WC1B 5HA
Marathon Information Technology Services Ltd	██████192	National Westminster Bank plc	██████████, 36 St Andrew Square, Edinburgh, United Kingdom EH2 2YB
Marathon Information Technology Services Ltd	██████████ ██████332	National Westminster Bank plc	██████████, 36 St Andrew Square, Edinburgh, United Kingdom EH2 2YB
Marathon Information Technology Services Ltd	██████206	National Westminster Bank plc	██████████, 36 St Andrew Square, Edinburgh, United Kingdom EH2 2YB
William Jarrod Partnership Ltd	██████068	Lloyds Bank plc	██████████, 25 Gresham Street, London EC2V 7HN
William Jarrod Partnership Ltd	██████868	Lloyds Bank plc	██████████, 25 Gresham Street, London EC2V 7HN
William Jarrod Partnership	██████████ ██████662	Lloyds Bank plc	██████████, 25 Gresham Street, London EC2V 7HN

Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
<i>None at the date of this Deed.</i>				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
<i>None at the date of this Deed.</i>		

Part 5 - Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Peach PE Holdings Limited	On the date of this Deed.	(1) Clive Beal and Paul Daniels (2) Peach PE Holdings Limited	Share purchase agreement relating to the acquisition by Peach PE Holdings of the shares in William Jarrod Partnership Ltd and its subsidiaries

Part 6 - Insurances

Acceding Company	Insurer	Policy number
<ul style="list-style-type: none"> Peach PE Holdings Limited Marathon Information Technology Services Ltd 	Allianz Insurance Plc	32/LB/13316239/07 (Directors and Officers)
Marathon Information Technology Services Ltd	Hiscox Insurance Company	PL-PSC10002555834/04 (Combined policy)
Marathon Information Technology Services Ltd	AXA Insurance plc	UKAT000572SP21A (Travel insurance)
William Jarrod Partnership Ltd	Hiscox Insurance Company	HIPR2156609XB (Business insurance)

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed[, but not delivered until the)
first date specified on page 1, by **PEACH PE**)
HOLDINGS LIMITED acting by:)

Director

Witness signature

Witness name:

Hemant Patel

Witness address:

Le113lw

Address: 5 HATFIELDS, LONDON, SE1 9PG

Facsimile No: N/A

Attention: ROY HASTINGS

Executed as a deed[, but not delivered until the)
first date specified on page 1, by **MARATHON**)
INFORMATION TECHNOLOGY)
SERVICES LTD acting by:

Director

Witness signature

Witness name:

Hemant Patel

Witness address:

Address: 5 HATFIELDS, LONDON, SE1 9PG

Facsimile No: N/A

Attention: ROY HASTINGS

Executed as a deed[, but not delivered until the)
first date specified on page 1, by **WILLIAM**)
JARROD PARTNERSHIP LTD acting by:)

Director

Witness signature

Witness name:

Hemant Patel

Witness address:

Address: 5 HATFIELDS, LONDON, SE1 9PG

Facsimile No: N/A

Attention: ROY HASTINGS

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by **FLUIDONE**)
MIDCO 2 LIMITED acting by:)

Director

Witness signature

Witness name:

Hemant Patel

Witness address:

Address: 5 HATFIELDS, LONDON, SE1 9PG

Facsimile No: N/A

Attention: ROY HASTINGS

THE SECURITY AGENT

Signed for and on behalf of **HSBC CORPORATE
TRUSTEE COMPANY (UK) LIMITED**



Address: Level 18, 8 Canada Square, London E14
5HQ

Facsimile No: +44 20 7991 4350

Attention: Issuer Services Trustee Administration