



Registration of a Charge

Company Name: **PSU BUSINESS TECHNOLOGY GROUP LIMITED**

Company Number: **07738268**



Received for filing in Electronic Format on the: **30/09/2021**

XAE4IPPC

Details of Charge

Date of creation: **27/09/2021**

Charge code: **0773 8268 0001**

Persons entitled: **HSBC UK BANK PLC (COMPANY NUMBER: 09928412) AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE FACILITIES AGREEMENT)**

Brief description: **N/A**

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, +44 121 281 3725 DLA PIPER UK LLP,
BIRMINGHAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7738268

Charge code: 0773 8268 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2021 and created by PSU BUSINESS TECHNOLOGY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2021 .

Given at Companies House, Cardiff on 1st October 2021

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 ACCESSION DEED is made on

27 September

2021

BETWEEN

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

BACKGROUND

This Accession Deed is supplemental to a debenture dated 3 October 2019 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 (*Debenture*) 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 THE 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.

I certify that, save for material
redacted pursuant to s839G
of the Companies Act 2006,
this is a true, complete and
correct copy of the electronically
executed original instrument.
DIA PIPER UK LLP 28/09/2021

(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 the 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 (*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
PSU ICT Limited	11847596	5 Hatfields, London, England, SE1 9PG
PSU Technology Group Ltd	04812202	5 Hatfields, London, England, SE1 9PG
PSU Business Technology Group Limited	07738268	5 Hatfields, London, England, SE1 9PG

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
N/A				
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
N/A				

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
PSU ICT Limited	PSU Business Technology Group Limited	Ordinary	6000	6000 shares of £0.01
PSU ICT Limited	PSU Business Technology Group Limited	A Ordinary	3000	3000 shares of £0.01
PSU ICT Limited	PSU Business Technology Group Limited	D Ordinary	2650	2650 shares of £0.01
PSU ICT Limited	PSU Business Technology Group Limited	E Ordinary	350	350 shares of £0.01
PSU Business Technology Group Limited	PSU Technology Group Ltd	Ordinary	100	100 shares of £1.00
PSU Business Technology Group Limited	PSU Technology Group Ltd	A Ordinary	1	1 share of £1.00

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
PSU Business Technology Group Limited	PSU Technology Group Ltd	B Ordinary	1	1 share of £1.00
PSU Business Technology Group Limited	PSU Technology Group Ltd	C Ordinary	1	1 share of £1.00
PSU Business Technology Group Limited	PSU Technology Group Ltd	D Ordinary	1	1 share of £1.00
PSU Business Technology Group Limited	PSU Technology Group Ltd	E Ordinary	1	1 share of £1.00

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
PSU Technology Group Ltd	572	HSBC UK Bank PLC	GLOUCESTER THE CROSS The Cross, GL1 2AP, Gloucester Sort code:

Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
N/A				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
N/A		

Part 5 - Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
N/A			


Part 6 - Insurances


Acceding Company	Insurer	Policy number
N/A		

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 **PSU ICT LIMITED**)
acting by:)


Director 

Witness signature 

Witness name: Hemant Patel

Witness address: 







Address: 

Email: 


Attention: Roy Hastings


Executed as a deed, but not delivered until the first)
date specified on page 1, by **PSU**)
TECHNOLOGY GROUP LTD acting by:)


Director 

Witness signature 

Witness name: Hemant Patel

Witness address: 





Address: 

Email: 

Attention: Roy Hastings

Executed as a deed, but not delivered until the first)
date specified on page 1, by **PSU BUSINESS**)
TECHNOLOGY GROUP LIMITED acting by:)

Director

Witness signature

Witness name:

~~Hemant Patel~~

Witness address:

Address:

Email:

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:

Email:

Attention: Roy Hastings

THE SECURITY AGENT

Signed by Danielle Hook for and)
on behalf of **HSBC UK BANK PLC:**)
) Signature 

Address: HSBC UK Bank PLC, Level 6, 71 Queen Victoria Street, London EC4V 4AY

Email: 

Attention: Ross Mather