



Registration of a Charge

Company Name: **P2G.COM WORLDWIDE LIMITED**

Company Number: **08212827**



Received for filing in Electronic Format on the: **19/10/2021**

XAFGMH9C

Details of Charge

Date of creation: **05/10/2021**

Charge code: **0821 2827 0005**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY AGENT**

Brief description:

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, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONIC ORIGINAL OF THE INSTRUMENT.**

Certified by: **HOEY LEE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8212827

Charge code: 0821 2827 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2021 and created by P2G.COM WORLDWIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2021 .

Given at Companies House, Cardiff on 20th 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 5 October 2021

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 1 (*The Additional Chargors*) (each an "Additional Chargor");
- (2) **PACK-A-PUNCH BIDCO LIMITED**, (registered in England and Wales with company registration number 13451475) (the "**Company**"); and
- (3) **WILMINGTON TRUST (LONDON) LIMITED** as security agent for each of the Secured Parties (the "**Security Agent**" (acting pursuant to its terms of appointment under, and with the benefit of the protections set out in, the Intercreditor Agreement)).

RECITALS:

- A. Each Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated 12 July 2021 between the Company and Pack-a-Punch Midco Limited as Original Chargors and the Security Agent as amended and supplemented by earlier Security Accession Deeds (if any) (the "**Debenture**").
- B. This Security Accession Deed is supplemental to the Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined in this Security Accession Deed, or the context otherwise requires, a term defined in or incorporated by reference into the Debenture has the same meaning in this Security Accession Deed, or in any notice given under or in connection with this Security Accession Deed.

1.2 Interpretation and construction

- (a) Clause 1.2 (*Terms defined in other Debt Documents; Permitted Transactions*) to Clause 1.8 (*Security Accession Deeds*) (inclusive) of the Debenture are deemed to form part of this Security Accession Deed as if expressly incorporated into it and as if all references in those clauses to the Debenture were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.
- (c) The Debenture and this Security Accession Deed shall be read together and construed as one instrument.

(d) This Security Accession Deed is a Debt Document.

2. ACCESSION OF ADDITIONAL CHARGOR

2.1 Accession

With effect from the date of this Security Accession Deed, each Additional Chargor:

- (a) agrees to be a party to the Debenture as a Chargor; and
- (b) agrees to be bound by all the terms of the Debenture which are expressed to be binding on a Chargor as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

2.2 Consent of existing Chargors

The Company agrees and consents, for itself and on behalf of each of the other existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

2.3 Covenant to pay

Subject to any limits on liability as specified in the Debt Documents, each Additional Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations (to the extent applicable to it) in accordance with the terms of the Debt Documents.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Security Accession Deed is:

- (a) created with full title guarantee **provided that** the covenant set out in section 3 Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the Security;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Accession Deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of its Secured Obligations.

4. FIXED SECURITY

4.1 Fixed charge over Accounts

Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

4.2 Fixed charge over Shares

Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares including, without limitation, those listed in Schedule 2 (*Shares*) of this Security Accession Deed and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.3 Fixed charge over Relevant Payments

Each Additional Chargor charges (to the extent not validly and effectively assigned pursuant to Clause 4.4 (*Assignment over Relevant Payments*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to the Relevant Payments and all Related Rights in relation to those Relevant Payments.

4.4 Assignment over Relevant Payments

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Relevant Payment and all Related Rights.

5. FLOATING CHARGE

5.1 Floating charge

- (a) Each Additional Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Additional Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 (*Floating charge*) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Additional Chargor under the Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Security Accession Deed.

6. POWERS OF ATTORNEY

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clauses 15.1 (*Appointment and powers*) to Clause 15.3 (*Ratification*) of the Debenture.

7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except as permitted or not prohibited by each of the Debt Documents, no Additional Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of any part of its Charged Assets.

8. **IMPLIED COVENANTS FOR TITLE**

The covenants set out in Sections 3(1) and 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*) or Clause 5 (*Floating charge*).

9. **EXTENSION OF POWER OF SALE**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) in respect of the Charged Assets secured pursuant to this Security Accession Deed, on execution of this Security Accession Deed.

10. **RESTRICTIONS**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Additional Chargors after the occurrence of an Enforcement Event.

11. **NOTICES**

Each Additional Chargor confirms that its address details for notices are as set out in the applicable Accession Deed (or as otherwise updated in accordance with the Intercreditor Agreement).

12. **GOVERNING LAW**

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

THIS SECURITY ACCESSION DEED has been signed by the Security Agent and executed as a deed by each Additional Chargor and the Company and is delivered by them as a deed on the date stated at the beginning of this Security Accession Deed.

SCHEDULE 1
The Additional Chargors

Name and Company Number of Additional Chargor	Jurisdiction
PARCEL2GO.COM LIMITED, registration number 02591405	England and Wales
P2G.COM WORLDWIDE LIMITED ("P2G.com Worldwide"), registration number 08212827	England and Wales

SCHEDULE 2
Shares

Name of Chargor	Name of Company whose Shares are subject to Security	Issued Capital Share (£)	Description and Number of Shares Held
P2G.com Worldwide	PARCEL2GO.COM LIMITED	1157.00	1157 ordinary A shares

EXECUTION PAGE TO SECURITY ACCESSION DEED

The Additional Chargors.

EXECUTED AS A DEED
by PARCEL2GO.COM LIMITED

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[Redacted Signature]

Signature of director

J. A. SHAW

Name of director

in the presence of

[Redacted Signature]

Signature of witness

KUSHAL PATEL

Name of witness

[Redacted Address]

Address of witness

EXECUTED AS A DEED
by P2G.COM WORLDWIDE LIMITED

[Redacted Signature]

Signature of director

S. A. SHAW

Name of director

in the presence of

[Redacted Signature]

Signature of witness

KUSHAL KATEL

Name of witness

[Redacted Address]

Address of witness

The Company

EXECUTED AS A DEED)
by PACK-A-PUNCH BIDCO LIMITED)

[Redacted Signature]

Signature of director

..... **Wim Veurink Marie Louise van Dam**
Name of director

in the presence of

..... Signature of witness

..... Name of witness

..... Address of witness

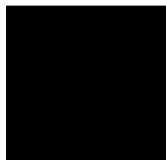
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The Security Agent

For and on behalf of

WILMINGTON TRUST (LONDON) LIMITED

By: _



Keith Reader
Authorised Signatory