



Registration of a Charge

Company name: **CAESAR TOPCO LIMITED**

Company number: **08319737**



X9I3SJ6J

Received for Electronic Filing: **18/11/2020**

Details of Charge

Date of creation: **16/11/2020**

Charge code: **0831 9737 0004**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8319737

Charge code: 0831 9737 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2020 and created by CAESAR TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2020 .

Given at Companies House, Cardiff on 19th November 2020

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

DEED OF ACCESSION

THIS SUPPLEMENTAL DEED is made on 16 November 2020

BETWEEN:

- (1) **THE PERSONS** listed at Schedule 1 (*The Acceding Companies*) of this Supplemental Deed (each an “**Acceding Company**” and together, the “**Acceding Companies**”); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as security agent for and on behalf of the Secured Parties on the terms and conditions set out in the Intercreditor Deed (the “**Security Agent**” which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of and in accordance with the Intercreditor Deed).

WHEREAS

This Supplemental Deed is supplemental to a debenture dated 18 August 2020 (as amended and/or restated from time to time) and made between, inter alia, Rocket Bidco Limited, Rocket Midco Limited and the Security Agent (the “**Debenture**”).

IT IS AGREED and declared as follows:

1. **DEFINITIONS**

- 1.1 Words or expressions defined (including by reference) in the Debenture shall, unless otherwise defined herein, bear the same meaning in this Supplemental Deed (including the recital hereto).
- 1.2 The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein.

2. **ACCESSION OF THE ACCEDING COMPANIES**

- 2.1 By its execution of this Supplemental Deed, each Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the terms and provisions of the Debenture as if it were an original party thereto as one of the Charging Companies.
- 2.2 Without prejudice to the generality of sub-clause 2.1, each Acceding Company hereby:
 - (a) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture; and
 - (b) mortgages, charges and assigns to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Debenture, covenanted to be paid or discharged by it, its assets and undertaking on the terms set out in clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture (in each case subject to the terms of clause 3.4 (*Excluded Assets*) of the Debenture.
- 2.3 No Acceding Company shall create or permit to subsist any Security over any Charged Property, other than any Security which is not expressly prohibited by the Senior Finance Documents.
- 2.4 The Security Agent (on behalf of itself and each other party to the Debenture) hereby consents to the accession of each Acceding Company to the Debenture on the terms of Clauses 2.1 and

2.2 of this Supplemental Deed and agrees that the Debenture shall hereafter be read and construed as if each Acceding Company had been an original party to the Debenture in the capacity of a Charging Company (but so that the security created on this accession will be created on the date of this Supplemental Deed).

- 2.5 Each Acceding Company expressly acknowledges and confirms and agrees to each of the matters referred to in clause 1.6 of the Debenture (*Obligations secured by this Debenture*).

3. INTERPRETATION

This Supplemental Deed shall hereafter be read as one with the Debenture, so that all references in the Debenture to this Debenture, herein and similar expressions shall include references to this Supplemental Deed.

4. DELIVERY

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated. It is intended that this Supplemental Deed take effect as a deed notwithstanding the fact that a party may only execute this Supplemental Deed underhand.

5. COUNTERPARTS

This Supplemental 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 Supplemental Deed.

6. THIRD PARTY RIGHTS

A person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Deed.

7. GOVERNING LAW

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

THIS SUPPLEMENTAL DEED has been signed on behalf of the Security Agent and executed as a deed by each Acceding Company and is delivered by it on the date specified above.

Schedule 1

The Acceding Companies

Name of Acceding Companies	Jurisdiction	Registration number (or equivalent)
Citation Holdings Limited	England & Wales	04104682
Citation Limited	England & Wales	03097504
QMS International Limited	England & Wales	09512735
Education Personnel Management Limited	England & Wales	02723581
Education Personnel Management Holdings Limited	England & Wales	07982303
Safety Management Advisory Services Limited	England & Wales	05900081
HS Direct Limited	England & Wales	05066720
Solutionhost Group Limited	England & Wales	10816675
Food Alert Limited	England & Wales	02490317
Caesar Topco Limited	England & Wales	08319737
Caesar Midco Limited	England & Wales	08319789
Caesar Bidco Limited	England & Wales	08319877
Citation Topco Limited	Jersey	120675
Citation Midco Limited	Jersey	120676
Citation PIKco Limited	Jersey	127569

Name of Acceding Companies	Jurisdiction	Registration number (or equivalent)
Citation Holdco Limited	Jersey	120724
Citation Bidco Limited	Jersey	120677
IHASCO Ltd	England & Wales	06447099

SIGNATORIES

The Acceding Companies

EXECUTED as a DEED by
CITATION HOLDINGS LIMITED

[Redacted Signature]

Director

Witnessed by:

Name:

James Brudbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
CITATION LIMITED

[Redacted Signature]

Director

Witnessed by:

Name:

James Brudbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
QMS INTERNATIONAL LIMITED



Director

Witnessed by: 

Name: James Bradbury

Occupation: Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
EDUCATION PERSONNEL MANAGEMENT LIMITED



Director

Witnessed by: 

Name: James Bradbury

Occupation: Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
EDUCATION PERSONNEL MANAGEMENT HOLDINGS LIMITED



Director

Witnessed by: 

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
SAFETY MANAGEMENT ADVISORY SERVICES LIMITED



Director

Witnessed by: 

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
HS DIRECT LIMITED



Director

Witnessed by: 

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
SOLUTIONHOST GROUP LIMITED



Director

Witnessed by: 

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
FOOD ALERT LIMITED



Director

Witnessed by:



Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
CAESAR TOPCO LIMITED



Director

Witnessed by:



Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
CAESAR MIDCO LIMITED

[Redacted Signature]

Director

Witnessed by:

[Redacted Signature]

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
CAESAR BIDCO LIMITED

[Redacted Signature]

Director

Witnessed by:

[Redacted Signature]

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
IHASCO LTD

[Redacted Signature]

Director

Witnessed by:

[Redacted Signature]

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: Kings Court, Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR

Fax:

Attention: Directors

EXECUTED as a DEED by
CITATION TOPCO LIMITED

[Redacted Signature]

Director

Witnessed by:

[Redacted Signature]

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax:

Attention: Directors

EXECUTED as a DEED by
CITATION MIDCO LIMITED

[Redacted Signature]

Director

Witnessed by:

[Redacted Signature]

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax:

Attention: Directors

EXECUTED as a DEED by
CITATION PIKCO LIMITED

[Redacted Signature]

Director

Witnessed by:

[Redacted Signature]

Name:

James Bradbury

Occupation:

Group Finance Manager / ACA

Address: 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax:

Attention: Directors

EXECUTED as a DEED by
CITATION HOLDCO LIMITED

[Redacted Signature]

Director

Witnessed by: [Redacted Signature]

Name: James Bradbury

Occupation: Group Finance Manager / AGA

Address: 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax:

Attention: Directors

EXECUTED as a DEED by
CITATION BIDCO LIMITED

[Redacted Signature]

Director

Witnessed by: [Redacted Signature]

Name: James Bradbury

Occupation: Group Finance Manager / AGA

Address: 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax:

Attention: Directors

The Security Agent

Signed by
LUCID TRUSTEE SERVICES LIMITED

By:



Andrew Brookes
Authorised Signatory

Address: 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG

Fax: +44 2030024691

Attention: Lucid Agency and Trustee Services Limited (deals@lucid-ats.com)