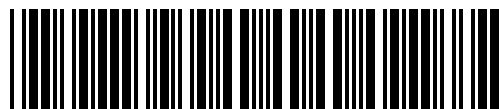




Registration of a Charge

Company Name: **ACORN (HOLDINGS) LIMITED**

Company Number: **08784905**



XCAJJ69M

Received for filing in Electronic Format on the: **23/08/2023**

Details of Charge

Date of creation: **23/08/2023**

Charge code: **0878 4905 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT FOR ITSELF
AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

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 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **KASSIA LEWIS-DEBOOS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8784905

Charge code: 0878 4905 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2023 and created by ACORN (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2023 .

Given at Companies House, Cardiff on 24th 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 ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 23 August 2023

BETWEEN:

1. The entities listed in Schedule 1 (each a “**New Chargor**” and together the “**New Chargors**”); and
2. **GLAS TRUST CORPORATION LIMITED** as security agent for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 24 January 2022 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 **Construction**

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “**Debenture**” and other similar expressions were references to this deed.

2. **ACCESSION OF NEW CHARGOR**

2.1 **Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 **Covenant to pay**

Each New Chargor as primary obligor and not only as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that, subject to any limits on its liability specified in the Secured Debt Documents, it will on demand pay and discharge the Secured Obligations when they fall due for payment in accordance with their respective terms.

2.3 **Specific Security**

Each New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of fixed charge:

- (a) all the Shares and all dividends, interest and other income paid or payable in respect of those Shares and all corresponding Related Rights and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
- (b) all Intercompany Receivables and all Related Rights (in each case, except to the extent effectively assigned pursuant to clause 2.4 (*Security Assignment*) below; and
- (c) all monies standing to the credit of the Accounts and all Related Rights and all of its rights, title and interest in relation to those accounts.

2.4 **Security Assignment**

Subject to Clause 3.5 (*Property Restricting Charging*) of the Debenture, as further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee by way of security to the Security Agent all its rights, title and interest in the Intercompany Receivables, subject to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon the satisfaction of the Release Condition.

2.5 **Floating charge**

- (a) Subject to Clause 3.5 (*Property Restricting Charging*) of the Debenture, as further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

3. **NEGATIVE PLEDGE**

No New Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 2.5 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so;

except as expressly permitted by any Secured Debt Document or with the prior consent of the Security Agent.

4. **CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

5. **DESIGNATION AS A SECURED DEBT DOCUMENT**

This deed is designated as a Secured Debt Document.

6. **FAILURE TO EXECUTE**

Failure by one or more parties (“**Non-Signatories**”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
NEW CHARGORS

Company Name	Registered Number	Jurisdiction of Incorporation
Acorn Limited	04398269	England & Wales
Acorn (Holdings) Limited	08784905	England & Wales

SCHEDULE 2

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Acorn (Holdings) Limited	Acorn Limited	10,812 class A ordinary shares
Acorn (Holdings) Limited	Acorn Limited	10 class B ordinary shares

SCHEDULE 3

INTERCOMPANY RECEIVABLES

Name of Chargor	Relevant Borrower	Value
Acorn Limited	The Romans Group (UK) Ltd	£21,360.00
Acorn Limited	The Leaders Romans Bidco Ltd	£1,500,000.00

SCHEDULE 4

ACCOUNTS

Name of Chargor	Name of institution at which account is held	Account Number	Sort Code/IBAN
Acorn Limited	NatWest		
Acorn Limited	NatWest		
Acorn Limited	NatWest		
Acorn Limited	NatWest		
Acorn Limited	Metro Bank		

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

**EXECUTED as a DEED by
ACORN LIMITED acting by:**

Director signature



Director Name: Paul Leonard Aitchison

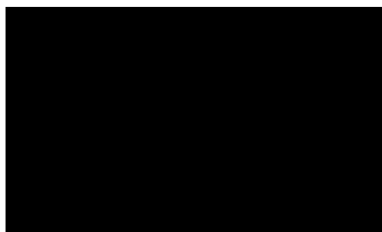
Witness:



Name:

Abbie Green

Address:



Occupation:

Senior Executive Assistant.

**EXECUTED as a DEED by
ACORN (HOLDINGS) LIMITED acting by:**

Director signature: _____

Director Name: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Abbie Green
Senior Executive Assistant

THE SECURITY AGENT

SIGNED by

GLAS TRUST CORPORATION LIMITED

As Security Agent



Name: **Gilda Cara**

Title: **Senior Transaction Manager**