



**Registration of a Charge**

Company Name: **CLEAR REVIEW LIMITED**

Company Number: **08851632**



XBCJ0QEH

Received for filing in Electronic Format on the: **14/09/2022**

**Details of Charge**

Date of creation: **09/09/2022**

Charge code: **0885 1632 0001**

Persons entitled: **MORGAN STANLEY SENIOR FUNDING, INC. AS THE INTERNATIONAL 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVIS POLK & WARDWELL LONDON LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8851632

Charge code: 0885 1632 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2022 and created by CLEAR REVIEW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2022 .

Given at Companies House, Cardiff on 16th September 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

## Security Accession Deed

This Security Accession Deed is made on 9 September 2022.

### Between:

- (1) The entities listed in Schedule 1 (*New Chargors*) (each a "Chargor" and together, the "New Chargors");
- (2) Air Bidco Limited for itself and as agent for and on behalf of the existing Chargors (the "Company"); and
- (3) Morgan Stanley Senior Funding, Inc. as security trustee for itself and the other Secured Parties (the "International Security Agent").

### Recital:

This deed is supplemental to the debenture dated 6 February 2020 between, amongst others, the Initial Chargors named therein and the International Security Agent (the "Deed").

Now this deed witnesses as follows:

#### 1. Interpretation

##### 1.1 Definitions

Terms defined in the Deed shall have the same meanings when used in this deed.

##### 1.2 Construction

Clauses 1.2 (*Construction*), 1.3 (*Other References and Interpretation*) and 1.4 (*Declaration of trust*) of the Deed will be deemed to be set out in full in this deed, but as if references in those clauses to the Deed were references to this deed.

#### 2. Accession of New Chargors

##### 2.1 Accession

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

##### 2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Finance Documents, the New Chargors covenants, as primary obligor and not only as surety, with the International Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the International Security Agent).

##### 2.3 Fixed Security

Subject to Clause 3.4 (*Excluded Assets*) of the Deed, the New Chargors, as continuing security for the payment of the Secured Obligations, charges in favour of the International

Security Agent with full title guarantee by way of first fixed charge all of its Shares and all corresponding Related Rights.

**2.4 Floating Charge**

Subject to Clause 3.4 (*Excluded Assets*) of the Deed, as further continuing security for the full payment of the Secured Obligations, the New Chargors charges with full title guarantee in favour of the International 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 including if not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*).

**2.5 Negative Pledge**

The New Chargors undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

**3. Consent of Existing Chargors**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Deed.

**4. Construction of Deed**

The Deed and this deed shall be read together as one instrument on the basis that references in the Deed to "this deed" or "this Deed" will be deemed to include this deed.

**5. Governing Law and Jurisdiction**

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed as a deed and is delivered on the date first above written.

**Schedule 1: New Chargors**

<b>No.</b>	<b>Entity</b>	<b>Jurisdiction of incorporation</b>	<b>Registration details</b>
1.	Mitrefinch Limited	England & Wales	01326934
2.	Clear Review Limited	England & Wales	08851632
3.	Science Warehouse Limited	England & Wales	02890957
4.	Smart Apprentices Limited	England & Wales	07408258
5.	BKSB Limited	England & Wales	03311079
6.	The National Will Register Limited	England & Wales	06256187
7.	Certainty The National Will Register Limited	England & Wales	05914179

**Schedule 2 to Security Accession Deed: Shares**

<b>Company</b>	<b>Company number</b>	<b>Shareholder</b>	<b>Share Class</b>	<b>Number of Shares</b>
Science Warehouse Limited	02890957	Advanced Business Software and Solutions Limited	Ordinary Shares of £0.01	1,076,143
Smart Apprentices Limited	07408258	Advanced Business Software and Solutions Limited	Ordinary Shares of £1.00	190
BKSB Limited	03311079	Advanced Business Software and Solutions Limited	Ordinary Shares of £1.00	25,000
Clear Review Limited	08851632	Advanced Business Software and Solutions Limited	Ordinary Shares of £0.01	18,963
The National Will Register Limited	06256187	Advanced Legal Solutions Limited	A Ordinary Shares of £1.00	100
Certainty The National Will Register Limited	05914179	Advanced Legal Solutions Limited	A Ordinary Shares of £1.00	100

## Signatories to Security Accession Deed

### The New Chargors

EXECUTED as a DEED by )

MITREFINCH LIMITED )

and signed on its behalf by )

Richard Kerr and Gordon Wilson

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

### Notice Details

Address: The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

Fax/e-mail: [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)

## Signatories to Security Accession Deed

### The New Chargors

EXECUTED as a DEED by )  
MITREFINCH LIMITED )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director 

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Fax/e-mail: [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)



**EXECUTED** as a **DEED** by )  
**CLEAR REVIEW LIMITED** )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

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**Address:** The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

**Fax/e-mail:** companysec@oneadvanced.com

**EXECUTED** as a **DEED** by )  
**CLEAR REVIEW LIMITED** )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**Notice Details**

**Address:** The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

**Fax/e-mail:** companysec@oneadvanced.com

**EXECUTED** as a **DEED** by )  
**SCIENCE WAREHOUSE LIMITED** )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

#### **Notice Details**

**Address:** The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

**Fax/e-mail:** companysec@oneadvanced.com

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## Notice Details

**Address:** The Mailbox Level 3, 101 Wharfedale Street, Birmingham, B1 1RF

Fax/e-mail: [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)

**EXECUTED** as a **DEED** by )  
**SMART APPRENTICES LIMITED** )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**Notice Details**

**Address:** The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

**Fax/e-mail:** companysec@oneadvanced.com

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Director

Director [REDACTED]

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Fax/e-mail: [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)

**EXECUTED** as a **DEED** by  
**BKSB LIMITED**  
and signed on its behalf by  
Richard Kerr and Gordon Wilson

)  
)  
)

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

#### **Notice Details**

**Address:** The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

**Fax/e-mail:**    [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)

**EXECUTED** as a **DEED** by )  
**BKSB LIMITED** )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**Notice Details**

**Address:** The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

**Fax/e-mail:**    companysec@oneadvanced.com



**EXECUTED** as a **DEED** by )  
**THE NATIONAL WILL REGISTER** )  
**LIMITED** )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

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**Fax/e-mail:**    [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)

)  
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)  
)

Director

Director [REDACTED]

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Fax/e-mail: [companysec@oneadvanced.com](mailto:companysec@oneadvanced.com)

EXECUTED as a DEED by )  
CERTAINTY THE NATIONAL WILL )  
REGISTER LIMITED )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

#### Notice Details

Address: The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

Fax/e-mail:     companysec@oneadvanced.com

EXECUTED as a DEED by )  
CERTAINTY THE NATIONAL WILL )  
REGISTER LIMITED )  
and signed on its behalf by )  
Richard Kerr and Gordon Wilson

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

#### Notice Details

Address: The Mailbox Level 3, 101 Wharfside Street, Birmingham, B1 1RF

Fax/e-mail: companysec@oneadvanced.com

**The Company**

EXECUTED as a DEED by )  
AIR BIDCO LIMITED )  
acting by two directors )

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**The Company**

EXECUTED as a DEED by )  
AIR BIDCO LIMITED )  
acting by two directors )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**The International Security Agent**

SIGNED by  
**MORGAN STANLEY SENIOR FUNDING, INC.**  
acting by:

 \_\_\_\_\_

Name: Lisa Hanson

Title: VP