



Registration of a Charge

Company Name: **PETTRA LIMITED**

Company Number: **09242704**



Received for filing in Electronic Format on the: **10/12/2021**

XAJ1IBW1

Details of Charge

Date of creation: **03/12/2021**

Charge code: **0924 2704 0004**

Persons entitled: **HSBC INVOICE FINANCE (UK) LIMITED (ACTING AS SECURITY AGENT FOR THE SECURED PARTIES AS DEFINED IN THE INSTRUMENT)**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

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:

LUCIA BARRETTO



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9242704

Charge code: 0924 2704 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2021 and created by PETTRA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2021 .

Given at Companies House, Cardiff on 13th December 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**

EXECUTION VERSION

THIS ACCESSION DEED is made on 3 December 2021

BETWEEN

- (1) **PETTRA BIDCO LIMITED** a company incorporated in England and Wales with company number 13544784 with registered address 5th Floor, 4 Coleman Street, London, EC2R 5AR ("Pettra Bidco");
- (2) **PETTRA LIMITED** a company incorporated in England and Wales with company number 09242704 with registered address 5th Floor, 4 Coleman Street, London, EC2R 5AR ("Pettra Limited");
- (3) **LMS RECRUITMENT SYSTEMS LIMITED** a company incorporated in England and Wales with company number 09546880 with registered address 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR ("LMS Recruitment");
- (4) **HOLT DOCTORS LIMITED** a company incorporated in England and Wales with company number 06832618 with registered address 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR ("Holt Doctors");
- (5) **AGILE WORKFORCE SERVICES LIMITED** a company incorporated in England and Wales with company number 12072400 with registered address 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR ("Agile" and, together with Pettra Bidco, Pettra Limited, LMS Recruitment and Holt Doctors the "Acceding Companies" and each an "Acceding Company");
- (6) **WESTMINSTER MIDCO 2 LIMITED** (the "Parent"); and
- (7) **HSBC INVOICE FINANCE (UK) LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 13 December 2018 and made between (1) the Chargors named therein 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 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 9 December 2021

SIGNED [Signature]

DLA PIPER UK LLP

2. ACCESSION OF THE ACCEDING COMPANIES

(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 each other Acceding Company and with the other Chargors), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture .

(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*), 4.5 (*Excluded Property*) 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 (other than any Short Leasehold 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 1 (*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 1 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Securities Rights from time to time accruing to them;
- (iii) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 3 of schedule 1 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (iv) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 4 of schedule 1 (*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

EXECUTION VERSION

- (v) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 5 of schedule 1 (*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 at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all the Security Assets identified against its name in schedule 1 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in part 2 of schedule 1 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 legally and beneficially of each such company; and
- (iii) part 1 of schedule 1 (*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 23.3 (*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

EXECUTION VERSION

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

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

Registered land			
Acceding Company	Address	Administrative Area	Title number
None at the date of this Deed.			
Unregistered land			
Acceding Company	Address	Document describing the Real Property	
		Date	Document
None at the date of this Deed.			

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
Petra Bidco Limited	Petra Limited	Ordinary Shares of £0.01 each	22,922	229.22
Petra Bidco Limited	LMS Recruitment Systems Limited	Ordinary Shares of £1 each	2	2
Petra Limited	Holt Doctors Limited	Ordinary Shares of £1 each	200	200
Petra Limited	Medic Associates Limited	Ordinary Shares of £1 each	2	2
Petra Limited	Agile Workforce Services Limited	Ordinary Shares of £1 each	100	100
Petra Limited	The Anaesthetists Agency Ltd	Ordinary Shares of £1 each	1	1

EXECUTION VERSION**Part 3 - Intellectual Property**

Part 3A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None at the date of this Deed.				

Part 3B - Patents		
Proprietor/ADP number	Patent number	Description
None at the date of this Deed.		

Part 3C – Domain Names	
Proprietor/ADP number	Description
None at the date of this Deed.	

Part 4 - Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None at the date of this Deed.			

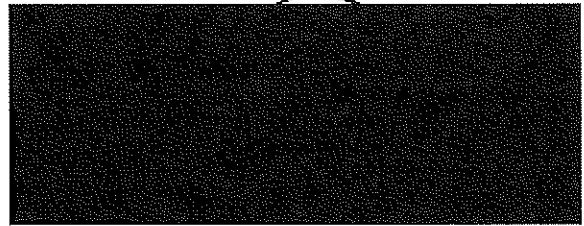
Part 5 - Insurances

Acceding Company	Insurer	Policy number
None at the date of this Deed.		

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

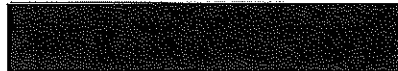
Executed as a deed, but not delivered until the first)
date specified on page 1, by PETRA BIDCO)
LIMITED acting by:)



Director

Andrew Burchall

Witness signature



Witness name:

C. ORFORD

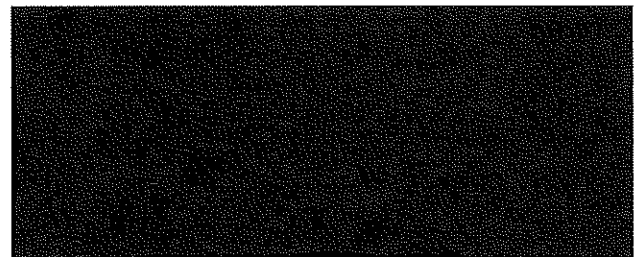
Witness address:

Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

Address: 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR

Email: a.burchall@ngagerecruitment.com

Attention: Andrew Burchall



Executed as a deed, but not delivered until the first)
date specified on page 1, by PETRA LIMITED)
acting by:)

Director

Andrew Burchall

Witness signature



Witness name:

C. ORFORD

Witness address:

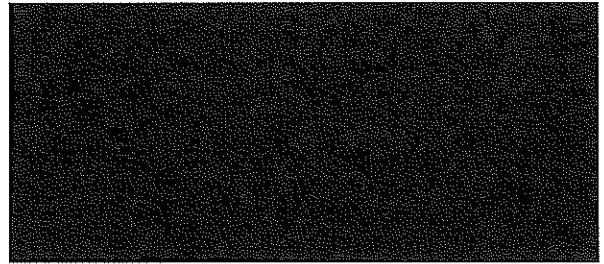
Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

Address: 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR

Email: a.burchall@ngagerecruitment.com

Attention: Andrew Burchall

Executed as a deed, but not delivered until the first)
date specified on page 1, by LMS)
RECRUITMENT SYSTEMS LIMITED acting)
by:



Director

Andrew Burchall

Witness signature



Witness name:

C. ORFORD

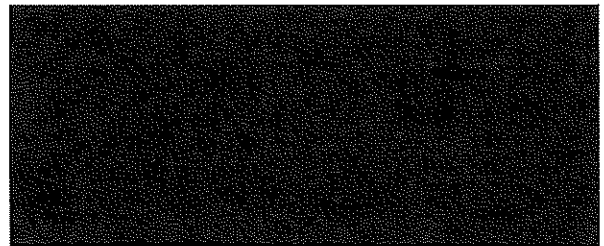
Witness address:

Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

Address: 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR

Email: a.burchall@ngagerecruitment.com

Attention: Andrew Burchall



Executed as a deed, but not delivered until the first)
date specified on page 1, by HOLT DOCTORS)
LIMITED acting by:)

Director

Andrew Burchall

Witness signature



Witness name:

C. ORFORD

Witness address:

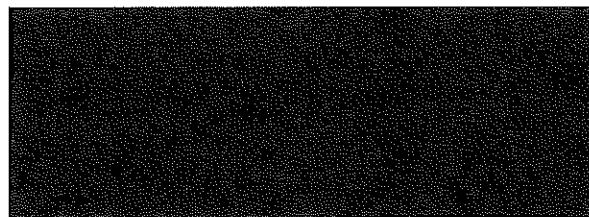
Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

Address: 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR

Email: a.burchall@ngagerecruitment.com

Attention: Andrew Burchall

Executed as a deed, but not delivered until the first)
date specified on page 1, by AGILE)
WORKFORCE SERVICES LIMITED acting)
by:



Director

Andrew Burchall

Witness signature



Witness name:

C. ORFORD

Witness address:

*Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT*

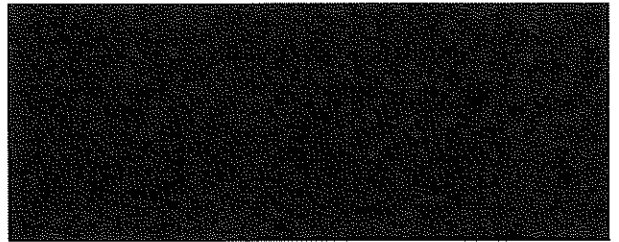
Address: 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R 5AR

Email: a.burchall@ngagerecruitment.com

Attention: Andrew Burchall

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by WESTMINSTER)
MIDCO 2 LIMITED acting by:)



Director

Andrew Burchall

Witness signature



Witness name:

C. ORFORD

Witness address:

Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

Address: 5th Floor, 4 Coleman Street, London, United Kingdom, EC2R
5AR.

Email: a.burchall@ngagerecruitment.com

Attention: Andrew Burchall

THE SECURITY AGENT

Signed by _____ for and)
on behalf of HSBC INVOICE FINANCE)
(UK) LIMITED:)

Signature _____

Address: 21 Farncombe Road, Worthing, West
Sussex, BN11 2BW

Attention: Paul Tomasik