



**Registration of a Charge**

Company Name: **PETTRA LIMITED**

Company Number: **09242704**



XAJ9F3Q8

Received for filing in Electronic Format on the: **13/12/2021**

**Details of Charge**

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

Charge code: **0924 2704 0006**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

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: **LUCIA BARRETTO, SOLICITOR, DLA PIPER UK LLP, LONDON**



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

Company number: 9242704

Charge code: 0924 2704 0006

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 13th December 2021 .

Given at Companies House, Cardiff on 14th 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) **NATWEST MARKETS PLC** (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

**BACKGROUND**

This Accession Deed is supplemental to a debenture dated 19 September 2019 and made between (1) the Chargors named in it 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.



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*) (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*) (if any)); together with
  - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 1 (*Details of Security Assets*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 1 (*Details of Security Assets*) (if any));

- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 1 (*Details of Security Assets*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 1 (*Details of Security Assets*) (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 as at the date of this Accession Deed:

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

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	Parties
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

### Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
None at the date of this Deed.			

### Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None at the date of this Deed.				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
None at the date of this Deed.		

### Part 5 - Relevant Contracts

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

### Part 6 - 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:

MOLLIE BIGGARD

Witness address:

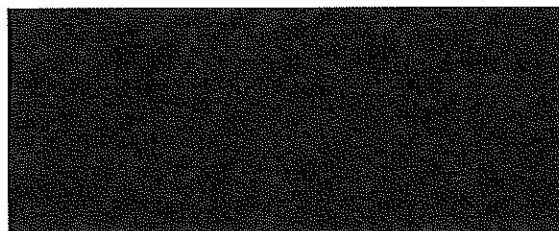
Macfarlanes LLP  
20 Cursitor Street  
London  
EC4A 1LT

**Address:** 5<sup>th</sup> 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 PETTRA LIMITED )  
acting by: )



Director Andrew Burchall

Witness signature



Witness name:

MALIE BIGGANSKE

Witness address:

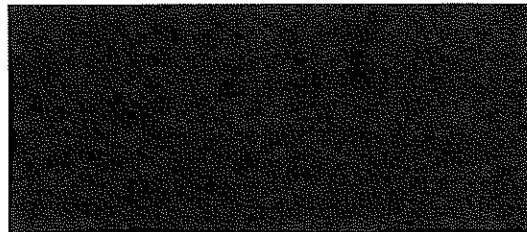
Macfarlanes LLP  
30 Cursitor Street  
London  
EC4A 1LT

**Address:** 5<sup>th</sup> 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:

*MOLLIE BIGGARD*

Witness address:

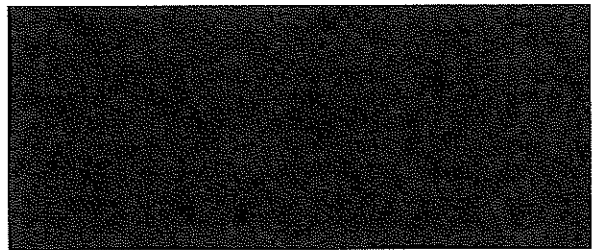
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**Address:** 5<sup>th</sup> Floor, 4 Coleman Street, London,  
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**Email:** a.burchall@ngagerecruitment.com

**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:

MOLLY BIGGAYOKE

Witness address:

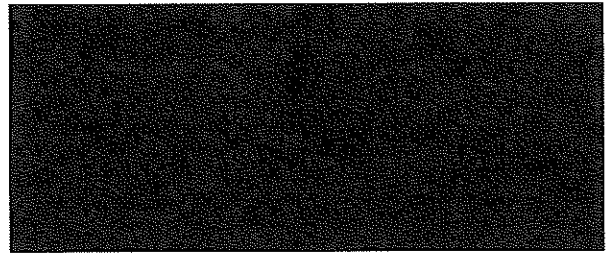
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**Attention:** Andrew Burchall

Executed as a deed, but not delivered until the first )  
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**WORKFORCE SERVICES LIMITED** acting )  
by:



Director

Andrew Burchall

Witness signature



Witness name:

MOLLY Bagganoke

Witness address:

Macfarlanes LLP  
20 Cursitor Street  
London  
EC4A 1LT

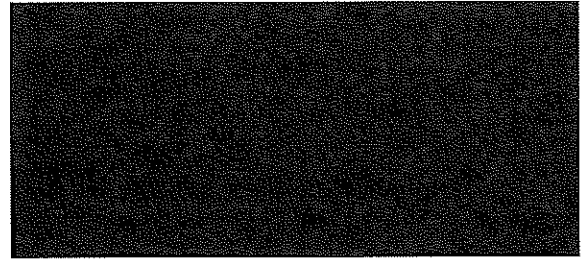
**Address:** 5<sup>th</sup> Floor, 4 Coleman Street, London,  
United Kingdom, EC2R 5AR

**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:

MOLLY BIGGADIKE

Witness address:

Macfarlanes LLP  
20 Cursitor Street  
London  
EC4A 1LT

**Address:** 5<sup>th</sup> 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 **NATWEST MARKETS PLC:** )  
)

Signature \_\_\_\_\_

**Address:** 250 Bishopsgate, London, EC2M 4AA

**Attention:** Sergio Cresse-Moreno