



Registration of a Charge

Company name: **REGULUS MIDCO LIMITED**

Company number: **09467813**



X825C8WA

Received for Electronic Filing: **27/03/2019**

Details of Charge

Date of creation: **25/03/2019**

Charge code: **0946 7813 0004**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (AS 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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9467813

Charge code: 0946 7813 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2019 and created by REGULUS MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2019 .

Given at Companies House, Cardiff on 28th March 2019

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 DEED is made on 25 March 2019

BETWEEN:-

- (1) The Subsidiaries of the Parent (defined below) listed in Schedule 1 (*The Subsidiaries*) (the "New Chargors");
- (2) **THE SIMPLYBIZ GROUP PLC** (the "Parent") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **NATIONAL WESTMINSTER BANK PLC** as the Security Agent.

INTRODUCTION

- (A) Each of the New Chargors is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Parent.
- (B) This Deed is supplemental to a deed dated 21 March 2019 (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and National Westminster Bank plc as agent and trustee for the Secured Finance Parties.
- (C) Each of the New Chargors at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

Each of the New Chargors agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if each of the New Chargors had been an original party to it as a Chargor.

3. SECURITY

Each of the New Chargors mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);

- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 5 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 6 (*Assigned Accounts*); and
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Accounts*).

4. CONSENT OF EXISTING CHARGORS

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

- 5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each of the New Chargors mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1
THE SUBSIDIARIES

Name of Additional Guarantor	Registration Number	Jurisdiction of Incorporation
Regulus Topco Limited	09468212	England and Wales
Regulus Midco Limited	09467813	England and Wales
Regulus Bidco Limited	09467963	England and Wales
Defaqto Group Limited	05442706	England and Wales
Defaqto Limited	02870220	England and Wales
DefaqtoMedia Limited	03058061	England and Wales

SCHEDULE 2

LAND

SCHEDULE 3

SHARES

SCHEDULE 4

ASSIGNED INSURANCES

SCHEDULE 5

ASSIGNED CONTRACTS

SCHEDULE 6

ASSIGNED ACCOUNTS

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargors

EXECUTED as a Deed by **REGULUS**)
TOPCO LIMITED)

Acting by *NEIL STEVENS* , a)
Director, in the presence of:-)

Signature of witness:

Director

Name of witness: *THOMAS DONOHUE*

Address: Eversheds Sutherland (International) LLP
Eversheds House
Occupation: 70 Great Bridgewater Street
Manchester
M1 5ES

Solicitor
Address:

[]

EXECUTED as a Deed by **REGULUS MIDCO**
LIMITED

acting by *NEIL STEVENS* , a
Director, in the presence of:-

Signature of witness:

Director

Name of witness: *THOMAS DONOHUE*
Eversheds Sutherland (International)
Eversheds House
Address: 70 Great Bridgewater Street
Manchester
Occupation: *SOLICITOR* M1 5ES

EXECUTED as a Deed by **REGULUS BIDCO**
LIMITED

acting by *NEIL STEVENS* , a
Director, in the presence of:-

Signature of witness:

Director

Name of witness: *THOMAS DONOHUE*

Address:

Occupation: *SOLICITOR* Eversheds Sutherland (International) LLP
Eversheds House
70 Great Bridgewater Street
Manchester
M1 5ES

EXECUTED as a Deed by **DEFAQTO GROUP LIMITED**
acting by *NEIL STEVENS*, a
Director, in the presence of:-

Signature of witness

Director

Name of witness: *THOMAS DONOHUE*

Address: Eversheds Sutherland (International) LLP
Eversheds House
Occupation: *SOLICITOR* 70 Great Bridgewater Street
Manchester
M1 5ES

EXECUTED as a Deed by **DEFAQTO LIMITED**
acting by , a
Director, in the presence of:-

Signature of witness:

Director

Name of witness: *THOMAS DONOHUE*

Address: Eversheds Sutherland (International) LLP
Eversheds House
Occupation: *SOLICITOR* 70 Great Bridgewater Street
Manchester
M1 5ES

EXECUTED as a Deed by
DEFAQTOMEDIA LIMITED
acting by , a
Director, in the presence of:-

Signature of witness:

Director

Name of witness: *THOMAS DONOHUE*

Address: Eversheds Sutherland (International) LLP
Eversheds House
Occupation: *SOLICITOR* 70 Great Bridgewater Street
Manchester
M1 5ES

The Parent

EXECUTED (but not delivered
until the date hereof) **AS A DEED**
by **THE SIMPLYBIZ GROUP PLC**
acting by:-

*Nail Stevens, a
Director, in the presence of:*

Director

Signature of witness

Director/Secretary

*Name of witness: Thomas
Donohoe*

Address: Elmchests Sutherland (International) LLP

The Security Agent

SIGNED for and on behalf of
NATIONAL WESTMINSTER BANK PLC

)

*Burke's house
70 Great Bridgewater Street
Manchester*

M2 5ES

Occupation: Solicitor

The Parent

EXECUTED (but not delivered
until the date hereof) **AS A DEED**
by **THE SIMPLYBIZ GROUP PLC**
acting by:-

)
)
)
)

Director

Director/Secretary

The Security Agent

SIGNED for and on behalf of
NATIONAL WESTMINSTER BANK PLC

)
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